Confidentiality Agreement

Return Completed CA to: sporter@landvest.com

New Forests Inc.

(DISCLOSER)

[insert]

(RECIPIENT)

Confidentiality Agreement dated [insert].

Parties	**New Forests Inc., a Delaware corporation (Discloser)** having offices at **315 Montgomery Street, Suite 1003, San Francisco, CA 94105 USA** [insert] (**Recipient**) having offices at [insert]

Background

A. The Discloser possesses certain Confidential Information.

B. The Recipient wishes to receive the Discloser's Confidential Information in relation to the Purpose.

C. The Discloser may disclose the Confidential Information on the terms contained in this agreement.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this agreement:

Confidential Information: means any information disclosed previously or in the future by the Discloser or any of its Related Bodies Corporate to the Recipient, either directly or indirectly, in writing, electronically, orally or by inspection of tangible objects (including the existence or content of this agreement). Confidential Information does not include any information which:

(a) was generally available in the public domain before the time of disclosure by the Discloser;

(b) becomes generally available after disclosure by the Discloser to the Recipient through no action or inaction of the Recipient;

(c) is already in the possession of the Recipient or its Representative at the time of disclosure by the Discloser, as shown by the Recipient's records;

(d) is obtained by the Recipient from a third party without a breach of such third party's obligations of confidentiality; or

(e) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information, as shown by the Recipient's records.

Holding Entity in relation to a corporation, limited liability company, fund, partnership, trust or other entity (**First Entity**), means a corporation, limited liability company, fund, partnership, trust or other entity of which the First Entity is a Subsidiary.

Purpose: [insert]

Related Body Corporate of a party means:

(a) each Holding Entity of that party;

(b) each Subsidiary of that party; and

(c) each corporation, limited liability company, fund, partnership, trust or other entity that is also a Subsidiary of that party's Holding Entity,

and in the case of New Forests, also includes any funds, partnerships, trusts, corporations, limited liability companies, and other entities in respect of which it (or any of its Related Bodies Corporate) acts as manager (including their trustee, general or limited partner, responsible entity and custodian).

Representative: of a party means:

(a) any Related Body Corporate of that party;

(b) any director, officer or employee of that party or of a Related Body Corporate of that party; and

(c) the professional advisers (including, without limitation, attorneys, accountants, financial advisors, foresters and scientists) and insurers retained by that party or a Related Body Corporate of that party in connection with the Purpose.

Subsidiary: A corporation, limited liability company, fund, partnership, trust or other entity (**First Entity**) is related to another corporation, limited liability company, fund, partnership, trust or other entity (**Other Entity**) where:

(a) the Other Entity:

(i) controls the composition of the First Entity's board; or

(ii) is in a position to cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of the First Entity; or

(iii) holds more than one-half of the issued equity capital of the First Entity (excluding any part of that issued equity capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or

(b) the First Entity is a Subsidiary of a Subsidiary of the Other Entity.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

(a) headings are used for convenience only and do not affect interpretation;

(b) the word “person” includes a natural person and anybody or entity whether incorporated or not;

(c) a reference to information includes information communicated, received or held orally, in writing, electronically or in any other form; and

(d) the word “including” means “including without limitation”.

2. Maintenance of Confidentiality

(a) The Recipient must:

(i) hold the Confidential Information in strict confidence and not disclose it or otherwise make it available to any person;

(ii) not use any Confidential Information for any purpose other than the Purpose and in the manner directed by the Discloser;

(iii) not copy, modify, extract, record or reproduce any Confidential Information except to the extent necessary to carry out the Purpose;

(iv) not upload or input any Confidential Information to any artificial intelligence tool;

(v) store all Confidential Information so that it is protected from unauthorised access, use, copying, reproduction or disclosure and in a way that it can be retrieved later; and

(vi) promptly notify the Discloser if it becomes aware or suspects that any Confidential Information has been, or is likely to be, held, disclosed, used, copied, reproduced or stored in a way that is inconsistent with the terms of this agreement.

(b) The Recipient may disclose Confidential Information to a Representative of the Recipient if:

(i) that Representative reasonably requires access to that Confidential Information for the Purpose; and

(ii) the Recipient has informed that Representative that the Confidential Information is confidential and that the Representative is required to comply with the terms of this agreement as if it were the Recipient.

(c) The Recipient agrees that it is responsible for breach of this agreement by any of its Representatives.

(d) The Recipient may disclose Confidential Information to the extent that it is required by law to be disclosed, provided that the Recipient first gives the Discloser (if legally permitted) prompt written notice of such requirement before such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. No obligation

The parties acknowledge and agree that there is no obligation for either party to proceed with any transaction whether or not relating to the Purpose. The Discloser has the right at any time, without notice to the Recipient, to terminate any discussions or negotiations with the Recipient or any investigations by the Recipient in relation to the Discloser or the Purpose.

4. No warranty

The Recipient acknowledges and agrees that the Discloser and its Representatives:

(a) make no representation or warranty as to the accuracy or completeness of the Confidential Information or that the Confidential Information includes all information that may be material to the Recipient in relation to the Purpose; and

(b) have no obligation to update any of the Confidential Information.

5. Return of materials

The Discloser may request the Recipient at its own expense to return, delete or destroy the Confidential Information (including all copies in the possession of any Representative) at any time on written notice. The Recipient may keep a copy of such of the Confidential Information it is required to do by law or consistent with the normal business practices of the Recipient.

6. Term

This agreement will commence on the date of this agreement and terminate on the earlier of:

(a) the Discloser terminating the agreement by written notice to the Recipient; and

(b) two years from the date of this agreement.

7. Remedies

Any breach or threatened breach of this agreement by the Recipient may cause irreparable injury to the Discloser, entitling the Discloser to seek injunctive relief in addition to all other legal remedies.

8. Miscellaneous

(a) **Assignment**: A party must not assign or transfer any of its rights under this agreement without the prior consent of the other party.

(b) **Consents**: Unless this agreement expressly provides otherwise, consent under this agreement may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

(c) **Entirety**: This agreement contains the entire understanding between the parties concerning its subject matter and supercedes all prior communications between the parties.

(d) **Waiver**: Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this agreement and a waiver of a breach does not operate as a waiver of any other breach.

(e) **Variation**: This agreement cannot be varied or amended except in writing signed by the parties.

(f) **Counterparts**: This agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of that party and all of the counterparts together constitute the same document.

(g) **Notices**: Any notice or other communication to or by a party to this agreement:

(i) may be given by personal service, post or email; and

(ii) must be in writing, legible and in English and sent to the address last notified by the party to the sender.

(h) **Governing law**: This agreement is governed by and must be construed in accordance with the laws of the state of California. The parties submit to the non-exclusive jurisdiction of the courts having jurisdiction in the state of California in respect of all matters arising out of this agreement.

The parties have executed this agreement effective as of the date first set forth above.

Executed by New Forests Inc.:)
)

.....
Signature of authorised signatory

.....
Full name of authorised signatory (print)

Executed by [insert] :)
)

.....
Signature of authorised signatory

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Full name of authorised signatory (print)