

## **CEC NON-DISCLOSURE AGREEMENT**

This CEC Non-Disclosure Agreement is made by and between:

	TruCert Assessment Services Inc.,
having its principal place of business at:	having its principal place of business at:
	6506 Raven Rd Nanaimo V9V1V7 British Columbia Canada
subsequently referred to as "Vendor" or Party,	subsequently referred to as "TruCert" or Party,
and subsequently collectively referred to as Parties;	

WITNESSETH THAT

WHEREAS,

- (1) TruCert operates a certification system named "Card Eco Certification system", subsequently referred to as "CEC System", for Mastercard;
- (2) The "CEC Requirements" are a set of written requirements defined within the CEC System, and made available by TruCert to entities participating in the CEC System;
- (4) The "CEC Rules" are a set of policies and rules defined within the CEC System, which TruCert may upon its sole discretion, in part or in whole, from time to time, make available, or make not available, to entities participating in the CEC System;
- (5) An "Environmental Claim" is a paragraph of text created by Vendor, expressing the environmental impact of one of Vendor's products or services, formalized in accordance with the CEC Requirements;
- (6) The "CEC Register" is a register of Environmental Claims, maintained and made available to Mastercard and other 3<sup>rd</sup> parties by TruCert in accordance with the CEC Rules;
- (7) The CEC System includes the following processes involving Vendor:

"Evaluation of an Environmental Claim", that is TruCert determining the level of conformity with the CEC Requirements, of an Environmental Claim and Vendor's related activities, processes, and procedures, and TruCert determining and deciding in accordance with the CEC Rules if the claim is considered "successfully evaluated", "successfully evaluated" meaning the Environmental Claim and Vendor's related activities, processes, and procedures have been found to satisfy a minimum level of conformity with the CEC Requirements, the CEC Rules defining what the minimum level of conformity is;

"Validation of an Environmental Claim", that is TruCert submitting an evaluated Environmental Claim to an entity designated by Mastercard and TruCert, the entity called the "CEC Validation Body" and consisting of staff members of TruCert and Mastercard, and the "CEC Validation Body" deciding if an Environmental Claim is considered "validated";

"Publication of an Environmental Claim", that is TruCert adding a validated Environmental Claim to the CEC Register.

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- (8) Vendor wishes to participate in the CEC System with the objective to receive access to the CEC Requirements and other information related to the CEC System, to create and submit one or more Environmental Claims, and subject each Environmental Claim to the processes:
- Evaluation of an Environmental Claim, and
  - Validation of an Environmental Claim, and
  - Publication of an Environmental Claim.
- (9) To this effect, the Parties intend to initiate a relation that will involve the disclosure and exchange of proprietary and confidential Information by both Parties including, but not limited to, formulas, practices, processes, designs, instruments, patterns, compilations of information, computer operations, financial, statistical, technical, and other data (hereinafter collectively referred to as the "Information");
- (10) The Parties wish to define their rights with respect to any Information exchanged;

NOW, THEREFORE, in consideration of the premises and the agreements, herein contained, the Parties agree as follows:

1. The Parties hereby agree that all Information disclosed and communicated by either Party shall be held and treated by the other Party in the using same degree of care to avoid unauthorized disclosure to any third party as with respect to the Receiving Party's own confidential information of like importance but with no less than reasonable care. Each of the Parties disclosing Information pursuant to this Agreement is hereinafter referred to as the "Disclosing Party" and the Party receiving the Information from the Disclosing Party pursuant to this Agreement is hereinafter referred to as the "Receiving Party".

Each Party undertakes to use and reproduce such Information only for the purposes mentioned in the recitals of this Agreement, and not to disclose Information to any third Party unless and until expressly authorized in writing to do so by the Disclosing Party, unless such disclosure of Information is made by TruCert to Mastercard under the exception defined in paragraph 2.

Notwithstanding the above, the Parties may transmit any Information disclosed to their officers, directors, and staff (the "Representatives"), but only on a need-to-know basis, and provided such Representatives are bound by at least the same obligations of confidentiality as detailed in this Agreement during and after the term of their employment.

The Parties may also transmit any Information disclosed to their Associated Companies, but only on a need-to-know basis. The Receiving Party shall be responsible for the observance and proper performance by all of its Associated Companies of the terms and conditions of this Agreement. The term "Associated Companies" shall mean a company that directly or indirectly, controls, is controlled by, or is under common control with, either of the Parties hereto. A company is controlled by ownership, directly or indirectly, of more than 50 percent of the outstanding stock entitled to vote for election of directors or persons performing a similar function.

2. Vendor agrees that TruCert may disclose the Information exchanged during Vendor's participation in the CEC to representatives of Mastercard involved in the CEC System, to the extent required for Vendor's Environmental Claims being subjected to the processes of the CEC System, unless Vendor advises TruCert explicitly at the time of disclosure that a specific part of the Information exchanged shall not be disclosed to Mastercard.

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To advise TruCert of Vendor's request to not disclose a specific part of the disclosed Information to Mastercard, Vendor shall inform TruCert in writing at the time of disclosure, identifying the relevant part of the Information and identifying it with "shall not be disclosed to Mastercard". The use of electronic mail and written mail shall be considered "in writing".

Vendor acknowledges that TruCert disclosing the Information to representatives of Mastercard involved in the CEC is a crucial part of the CEC System, and that prohibiting TruCert to disclose Information to Mastercard might negate the purpose of Vendor 's participation in the CEC System and result in Vendor's Environmental Claims not being successfully evaluated, validated, and published.

3. The Parties hereby agree that Publication of an Environmental Claim shall be subject to a separate agreement between the parties and is not authorized through this CEC Non-Disclosure Agreement, and that signing the CEC Non-Disclosure Agreement does not permit nor require TruCert to publish the Environmental Claim in the CEC Register, nor does it permit Vendor to make any statements regarding the CEC System related status of Vendor's Environmental Claims, products, or services.

Vendor acknowledges that if Vendor does not permit TruCert to publish Vendor 's Environmental Claim through such additional agreement, then 3<sup>rd</sup> parties will not be informed about such Environmental Claim nor about its status within the CEC System.

4. The Parties hereby agree that Information may be disclosed either orally or in writing.

When disclosed in writing, the Information will be identified and labeled as "confidential" or other similar legend. When disclosed orally, such Information will first be identified as confidential at the time of the oral disclosure, with subsequent confirmation in writing within ten (10) days after such disclosure referencing the date and specifically identifying the Information orally disclosed. All Information reduced to writing as a result of such oral disclosure will also be clearly labeled as "confidential" or other similar legend. Notwithstanding the foregoing, Information shall also include information that a reasonable person would expect to be treated as confidential according to the content, nature or circumstances of its disclosure.

5. Notwithstanding the exceptions defined in paragraphs 2 and 6, the Receiving Party agrees that Information disclosed is and will remain the property of the Disclosing Party, and undertakes not to reverse engineer, decompile, disassemble, copy or reproduce, mechanically or otherwise, Disclosing Party's Information, without the express written authorization of the Disclosing Party.

6. The Parties hereby agree that notwithstanding anything contained in paragraphs 1, 2, 3 and 4 above, neither of them shall be liable for any disclosure or use of any Information disclosed or communicated pursuant to this Agreement by either Party:

- a) if such Information is in the public domain or is publicly available or becomes publicly available other than through a breach of this Agreement; or
- b) if such Information is subsequently lawfully obtained by the Receiving Party or its Associated Companies from a third Party or parties; or
- c) if such Information was known to the Receiving Party or its Associated Companies prior to such disclosure or is independently developed by the Receiving Party or its associated companies subsequent to such disclosure as demonstrated by written or other tangible evidence.

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- d) the disclosure of the Information was imposed because of a law or applicable regulations, or by a judicial decision or of a competent administrative authority.
  - e) its use or disclosure of the Confidential Information was authorized in writing by the Disclosing Party
  - f) is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the Recipient provides the Disclosing Party prompt notice of the order and at the Disclosing Party's request and expense reasonably cooperates with the Disclosing Party's efforts to receive a protective order or otherwise limit disclosure.
7. Notwithstanding the above, all Information shall remain the property of the Disclosing Party. The Receiving Party agrees that no license under any patent, copyright, or trade secret of the Disclosing Party, by implication or otherwise, is granted under this Agreement.
8. All Information is provided "AS IS". None of the Parties makes any warranty, express or implied, nor assumes any liability with respect to the accuracy, completeness, the non-infringement of trade marks, patents, copyrights, any other intellectual property or other rights of third parties or usefulness of the Information which result from implementation of this Agreement.
9. Neither this Agreement nor disclosure or receipt of Information shall constitute or imply any promise or intention to make any purchase of products or services by either Party hereto or any commitment by either Party hereto with respect to the present or future marketing of any product or service or any promise or intention to enter into any other business arrangement. Nothing in this Agreement, shall be deemed to oblige one Party to disclose Information to the other Parties.
10. This Agreement shall be deemed to have come into force at the date of signature by the later Party and shall govern all communications relating to Information between the Parties hereto during the period of **two (2) years** from the latest date of signature of this Agreement or until this Agreement is expressly superseded by a subsequent agreement between the Parties hereto, whichever is earlier. Each Party has the right to terminate this Agreement at any time with no further action than giving a prior written advance notice of thirty (30) days to the other Parties by registered letter or equivalent means.
11. The obligations pursuant to this Agreement shall continue for a period of five (5) years from the date of expiry or termination of this Agreement.
12. In the event of any breach of this Agreement by the Receiving Party, the Disclosing Party shall be entitled to an injunction and to recover damages, expenses and reasonable attorneys' fees incurred in connection with any legal action taken because of such a breach.
13. The Receiving Party acknowledges that any breach of this Agreement may lead to instant termination of its right to use the Information even when such termination effectively results in the Receiving Party being exposed to claims of damages by third Parties.

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14. The Parties affirm that the individuals executing this Agreement have the authority to bind the Parties to the terms thereof.
15. The Agreement shall be governed by and interpreted in accordance with the laws of the province of British Columbia, Canada. Any disputes arising out of the Agreement shall be decided before courts being competent according to the laws of British Columbia, Canada. Venue shall be Vancouver, British Columbia, Canada.
16. The exchange of information contemplated herein may be subject to export control laws or regulations. Each Party agrees to comply with all laws and regulations applicable to the use and distribution of the Information defined herein, including, but not limited to, anti-terrorism and trade regulations. Further, each Party shall inform the other Party before or upon delivery about export control classification numbers, customs declaration information and necessary documentation and data applicable to information exchanged hereunder.
17. Neither Party may assign this Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of the other Party.
18. Any additions or amendments to this Agreement shall only be valid if made in writing and signed by the Parties; this written form requirement shall also be considered fulfilled where signatures are exchanged electronically on scanned copies via fax or email (PDF scan), or an electronic signature process is used (e.g. DocuSign or Adobe Sign). This written form requirement can only be waived or changed as set forth in the preceding sentence.
19. The effectiveness of this Agreement shall not be impaired if any provision of this Agreement should be completely or partially invalid or unenforceable. In this case, the Parties shall agree on a provision that meets the economical intention of the invalid or unenforceable provision.

This Agreement has been entered into on the date of signature by the later Party:

For Vendor	For TruCert
Date signed:	Date signed:
Signature:	Signature:
Name:	Name: Uwe Trüggelmann
Title:	Title: CEO

*Note: Dates are, and shall be, formatted in accordance with ISO 8601, so in the "YYYY-MM-DD" format.*

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### **Amendment 1 – Non-Bribery Clause**

By signing at the bottom of this page, both parties agree to amend the CEC Non-Disclosure Agreement with the following clause 20. If this page is not signed by both parties, then this clause 20 does not form part of the CEC Non-Disclosure Agreement.

20. The Parties undertake to comply, and ensure compliance by their employees, directors, and officers, with the anti-corruption principles and undertakings contained in the texts listed below, and any national laws and regulations enforcing these:

- a) the United Nations Convention against Corruption of October 31, 2003;
- b) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- c) the 2021 OECD Anti-Bribery Recommendation.

The Parties agree not to offer, nor to provide, nor to accept, any illegal or improper bribe, kickback, payment, gift, or thing of value from the other or its agents in connection with the scope of this Agreement, and ensure compliance with this clause by their employees, directors, and officers. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this above restriction.

For Vendor	For TruCert
Date signed:	Date signed:
Signature:	Signature:
Name:	Name: Uwe Trüggelmann
Title:	Title: CEO

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### **Amendment 2 – Notices**

Any notice or other communication required or permitted to be delivered to either Party will be in writing and will be deemed delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by e-mail) to the address set forth beneath the name of such Party below (or to such other address as such Party will have specified in a written notice given to the other Party):

If to Vendor:	If to TruCert:
	TruCert Assessment Inc. Attention: Mr Uwe Trueggelmann, CEO 6506 Raven Rd Nanaimo BC V9V 1V7 Canada  Tel: +1 250 618 8759 E-mail: uwe@trucert.com

*Note: Dates are, and shall be, formatted in accordance with ISO 8601, so in the "YYYY-MM-DD" format.*