

APPENDIX C

CONFIDENTIALITY AND PROTECTIVE AGREEMENT

THIS CONFIDENTIALITY AND PROTECTIVE AGREEMENT ( "CONFIDENTIALITY AGREEMENT" )  
IS EFFECTIVE THIS \_\_ DAY OF \_\_ , BY AND BETWEEN THE CLIMATE NEUTRAL NETWORK  
AND \_\_\_\_\_ ( THE "PARTIES" ) .

WHEREAS , CERTAIN OF THE INFORMATION REQUESTED OR REQUIRED TO BE PRODUCED OR  
DISCLOSED PURSUANT TO THE CLIMATE NEUTRAL [ PRODUCT/ENTERPRISE ] CERTIFICATION AGREEMENT  
( THE " CERTIFICATION AGREEMENT" ) BETWEEN THE PARTIES OF EVEN DATE HERewith MAY  
CONSTITUTE TRADE SECRETS , PROPRIETARY AND CONFIDENTIAL INFORMATION , OR COMPETITIVELY  
SENSITIVE DOCUMENTS ( THE "PROTECTED MATERIALS" ) ; AND

WHEREAS , THE PARTIES HERETO BELIEVE THAT THIS CONFIDENTIALITY AGREEMENT WILL  
FACILITATE PROMPT DISCLOSURE , PROTECT LEGITIMATE CONFIDENTIALITY CONCERNS AND PRESERVE  
THE RIGHTS OF THE PARTIES HERETO ;

ACCORDINGLY , THE PARTIES HERETO AGREE THAT THE FOLLOWING TERMS AND CONDITIONS  
SHALL GOVERN THE USE OF SUCH INFORMATION PROVIDED BY ONE PARTY ( THE "DESIGNATING  
PARTY" ) TO THE OTHER PARTY ( THE "RECEIVING PARTY" ) :

1. THIS CONFIDENTIALITY AGREEMENT SHALL GOVERN ALL PROTECTED MATERIALS PROVIDED  
BY OR ON BEHALF OF ANY SUCH DESIGNATING PARTY. THE CONFIDENTIALITY  
OBLIGATIONS OF REVIEWING REPRESENTATIVES AS SPECIFIED IN THE NONDISCLOSURE  
CERTIFICATE ( APPENDIX I TO THIS AGREEMENT ) WILL REMAIN IN FULL FORCE AND  
EFFECT FOR FIVE ( 5 ) YEARS AFTER TERMINATION OF THIS CONFIDENTIALITY  
AGREEMENT .
2. A PARTY MAY DESIGNATE AS PROTECTED MATERIALS THOSE ITEMS WHICH CUSTOMARILY ARE  
TREATED BY THAT DESIGNATING PARTY AS CONFIDENTIAL OR PROPRIETARY , WHICH ARE  
NOT AVAILABLE TO THE PUBLIC , AND WHICH , IF DISCLOSED FREELY , WOULD , IN THAT  
DESIGNATING PARTY ' S JUDGMENT , SUBJECT IT TO RISK OF COMPETITIVE DISADVANTAGE  
OR OTHER BUSINESS INJURY .
3. FOR PURPOSES OF THIS CONFIDENTIALITY AGREEMENT :
  - A. ( 1 ) THE TERM "PROTECTED MATERIALS" INCLUDES ( A ) MATERIAL PROVIDED BY  
A PARTY IN RESPONSE TO REQUESTS AND DESIGNATED BY SUCH PARTY AS PROTECTED ;

(B) ANY COPY OR REPRODUCTION OF SUCH DESIGNATED MATERIALS; (C) ANY INFORMATION CONTAINED IN OR OBTAINED FROM SUCH DESIGNATED MATERIALS; (D) ANY OTHER MATERIALS WHICH ARE MADE SUBJECT TO THIS CONFIDENTIALITY AGREEMENT BY AGREEMENT OF THE PARTIES HERETO; AND (E) ANY AND ALL NOTES OF PROTECTED MATERIALS.

(2) PROTECTED MATERIALS SHALL NOT INCLUDE (A) ANY INFORMATION OR DOCUMENT CONTAINED IN THE FILES OF THE CLIMATE NEUTRAL NETWORK, UNLESS SAID INFORMATION OR DOCUMENT WAS PROVIDED TO THE CLIMATE NEUTRAL NETWORK ON A CONFIDENTIAL BASIS AND IS NOT A PUBLIC RECORD, OR IS SUBJECT TO A CONFIDENTIALITY AGREEMENT, OR (B) INFORMATION THAT IS PUBLIC KNOWLEDGE OR WHICH BECOMES PUBLIC KNOWLEDGE AS A RESULT OF VOLUNTARY PUBLICATION OR DISCLOSURE BY THE DESIGNATING PARTY.

B. THE TERM "REVIEWING REPRESENTATIVE" IS A PERSON DESCRIBED IN PARAGRAPHS 8 AND 9.

4. PROTECTED MATERIALS SHALL BE MADE AVAILABLE UNDER THE TERMS OF THIS CONFIDENTIALITY AGREEMENT ONLY TO THE REVIEWING REPRESENTATIVES AS PROVIDED IN PARAGRAPHS 8 AND 9.

5. PROTECTED MATERIALS SHALL REMAIN AVAILABLE TO THE REVIEWING PARTY UNTIL THE TERMINATION DATE OF THIS CONFIDENTIALITY AGREEMENT. WITHIN 30 DAYS AFTER SUCH DATE, ALL REVIEWING REPRESENTATIVES OF THE RECEIVING PARTY SHALL RETURN THE PROTECTED MATERIALS, INCLUDING ALL COPIES THEREOF (EXCEPT NOTES OF PROTECTED MATERIALS) TO THE DESIGNATING PARTY OR SHALL DESTROY SAID MATERIALS. WITHIN THE TIME PERIOD FOR RETURN OF PROTECTED MATERIALS, NOTES OF PROTECTED MATERIALS SHALL BE DESTROYED BY THE RECEIVING PARTY. WITHIN SUCH TIME PERIOD, EACH RECEIVING PARTY SHALL ALSO SUBMIT TO THE DESIGNATING PARTY AN AFFIDAVIT STATING THAT ALL PROTECTED MATERIALS, COPIES THEREOF, AND NOTES REFERRING TO THE PROTECTED MATERIALS HAS BEEN RETURNED OR HAVE BEEN DESTROYED BY ALL REVIEWING REPRESENTATIVES OF THE RECEIVING PARTY.

6. EACH PAGE OF PROTECTED MATERIALS SHALL BE PHYSICALLY MARKED "PROTECTED MATERIALS" BY THE DESIGNATING PARTY. ALL PROTECTED MATERIALS SHALL BE MAINTAINED BY THE RECEIVING PARTY IN A SECURE MANNER. ACCESS SHALL BE LIMITED TO THOSE REVIEWING REPRESENTATIVES SPECIFICALLY AUTHORIZED PURSUANT TO PARAGRAPHS 8 AND 9.

7. PROTECTED MATERIALS COVERED BY THIS CONFIDENTIALITY AGREEMENT SHALL BE TREATED AS CONFIDENTIAL BY THE RECEIVING PARTY AND BY THE REVIEWING REPRESENTATIVE IN

ACCORDANCE WITH THE CERTIFICATE EXECUTED PURSUANT TO PARAGRAPH 9. PROTECTED MATERIALS SHALL NOT BE USED EXCEPT AS NECESSARY FOR THE CONDUCT OF ACTIVITIES PURSUANT TO THE CERTIFICATION AGREEMENT; AND SHALL NOT BE DISCLOSED IN ANY MANNER TO ANY PERSON EXCEPT A REVIEWING REPRESENTATIVE. REVIEWING REPRESENTATIVES MAY MAKE NOTES OF PROTECTED MATERIALS WHICH NOTES MUST BE MAINTAINED IN A SECURE MANNER PURSUANT TO PARAGRAPH 6.

8. A REVIEWING REPRESENTATIVE IS AN INDIVIDUAL WHO IS AN ATTORNEY, EMPLOYEE OR AGENT OF A RECEIVING PARTY.

9. A REVIEWING REPRESENTATIVE SHALL NOT BE PERMITTED TO INSPECT, PARTICIPATE IN DISCUSSIONS REGARDING, OR OTHERWISE BE PERMITTED ACCESS TO THE PROTECTED MATERIALS PURSUANT TO THIS CONFIDENTIALITY AGREEMENT UNLESS THAT REVIEWING REPRESENTATIVE HAS FIRST EXECUTED, AND THERE HAS BEEN DELIVERED TO THE DESIGNATING PARTY, A NONDISCLOSURE CERTIFICATE IN THE FORM SET FORTH IN APPENDIX 1.

REVIEWING REPRESENTATIVES ARE RESPONSIBLE FOR ENSURING THAT PERSONS UNDER THEIR EMPLOYMENT, INSTRUCTION, SUPERVISION OR CONTROL COMPLY WITH THIS CONFIDENTIALITY AGREEMENT.

10. ANY REVIEWING REPRESENTATIVE MAY DISCLOSE PROTECTED MATERIALS TO ANY OTHER REVIEWING REPRESENTATIVE AS LONG AS THE DISCLOSING REVIEWING REPRESENTATIVE AND THE RECEIVING REPRESENTATIVE HAVE BOTH EXECUTED AND DELIVERED A NONDISCLOSURE CERTIFICATE TO THE DESIGNATING PARTY. IN THE EVENT THAT ANY REVIEWING REPRESENTATIVE TO WHOM THE PROTECTED MATERIALS ARE DISCLOSED CEASES TO BE QUALIFIED TO BE A REVIEWING REPRESENTATIVE UNDER PARAGRAPH 8, ACCESS TO PROTECTED MATERIALS BY THAT PERSON SHALL BE TERMINATED AND THAT PERSON MUST COMPLY WITH THE RETURN/DESTRUCTION REQUIREMENTS IN PARAGRAPH 5. HOWEVER, EVERY SUCH PERSON WHO HAS SIGNED A NONDISCLOSURE CERTIFICATE SHALL CONTINUE TO BE BOUND BY THE PROVISIONS OF THIS CONFIDENTIALITY AGREEMENT AND THE NONDISCLOSURE CERTIFICATE.

11. TO THE EXTENT THAT PROTECTED MATERIALS ARE DISCUSSED, ANALYZED OR OTHERWISE THE SUBJECT OF CONSIDERATION DURING ANY CONFERENCE OR OTHER SESSION HELD IN CONNECTION WITH THE CERTIFICATION AGREEMENT, ONLY REVIEWING REPRESENTATIVES WHO HAVE ACCESS TO THOSE MATERIALS PURSUANT TO THIS AGREEMENT MAY BE PRESENT FOR SUCH SESSIONS.

12. THE RECEIVING PARTY AGREES THAT ANY RELEASE OR ATTEMPTED RELEASE OF THE PROTECTED MATERIALS OR USE OF SUCH MATERIALS OTHER THAN AS CONTEMPLATED BY THIS

CONFIDENTIALITY AGREEMENT BY A RECEIVING PARTY MAY CAUSE DESIGNATING PARTY IRREPARABLE INJURY WHICH COULD NOT BE ADEQUATELY COMPENSATED THROUGH PECUNIARY DAMAGES.

ACCORDINGLY, THE PARTIES AGREE THAT ANY BREACH OR THREATENED BREACH OF THIS CONFIDENTIALITY AGREEMENT MAY BE ENJOINED.

13. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF WASHINGTON.

14. THIS CONFIDENTIALITY AGREEMENT SETS FORTH THE COMPLETE UNDERSTANDING OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AS OF THE DATE FIRST ABOVE SET FORTH AND SUPERSEDES ANY PRIOR UNDERSTANDINGS, DISCUSSIONS, OR COURSE OF CONDUCT (ORAL AND WRITTEN). ANY MODIFICATION OR WAIVER OF THE PROVISIONS HEREOF MUST BE WRITTEN, EXECUTED BY BOTH PARTIES, AND SHALL NOT BE IMPLIED BY ANY USAGE OF TRADE OR COURSE OF CONDUCT.

IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES HAVE EXECUTED THIS CONFIDENTIALITY  
AGREEMENT AS OF THE DATE ENTERED BELOW.

CLIENT BY \_\_\_\_\_

(NAME AND TITLE)

DATE

CLIMATE NEUTRAL NETWORK BY \_\_\_\_\_

(NAME AND TITLE)

DATE

APPENDIX 1

NONDISCLOSURE CERTIFICATE

I CERTIFY MY UNDERSTANDING THAT ACCESS TO PROTECTED MATERIALS IS PROVIDED TO ME PURSUANT TO THE TERMS AND RESTRICTIONS OF THE CONFIDENTIALITY AGREEMENT. I HAVE BEEN PROVIDED WITH A COPY OF AND HAVE READ AND UNDERSTAND THE CONFIDENTIALITY AGREEMENT AND AGREE TO BE BOUND BY IT. I UNDERSTAND THAT THE CONTENTS OF THE PROTECTED MATERIALS, ANY NOTES OR OTHER MEMORANDA OR ANY OTHER FORM OF INFORMATION WHICH COPY OR DISCLOSE PROTECTED MATERIALS SHALL NOT BE DISCLOSED TO ANYONE OTHER THAN IN ACCORDANCE WITH THE CONFIDENTIALITY AGREEMENT AND SHALL BE USED ONLY FOR THE PURPOSE OF VERIFYING AND SUPPORTING THE CERTIFICATION AGREEMENT AS DESCRIBED THEREIN. I AGREE TO HONOR THE CONFIDENTIALITY OF PROTECTED MATERIALS UNTIL \_\_ YEARS AFTER TERMINATION OF THE CONFIDENTIALITY AGREEMENT

By \_\_\_\_\_

PRINTED NAME

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_