

## MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made on the \_\_\_\_\_

BETWEEN: Growing Organisations Limited (and its affiliates)

AND:

PREAMBLE:

In consideration of the undersigned agreeing not to disclose, divulge to any other party or use Confidential Information, the parties agree to supply each other with Confidential Information upon the terms and conditions as set out in this Agreement.

THEREFORE THIS DEED WITNESSES:

### 1. Definitions:

In this Agreement unless the context otherwise requires:-

**"Confidential Information"** shall mean all information supplied by the Discloser to the Recipient provided confidential information shall exclude any information which:-

- a) After disclosure by the Discloser to the Recipient, becomes part of the public domain by written publication through no fault of the Recipient.
- b) The Recipient can show was acquired after disclosure by the Discloser to it from a third party having the right to disclose the same to the Recipient and who do not require the Recipient to hold such information in confidence.
- c) The Recipient can show by written document was in its possession at the time of disclosure to it by the Discloser and was not acquired directly or indirectly from the Discloser.

### 2. Confidential Information

#### 2.1. Keep Secret and Confidential

The Recipient shall keep secret and confidential and shall not use or attempt to use, except solely for the purpose disclosed, the Confidential Information supplied to or made available by the Discloser to the Recipient and the Recipient shall take all reasonable precautions necessary to maintain the secrecy and confidentiality and prevent the disclosure of the Confidential Information to third persons.

#### 2.2. Not to Distribute

The Recipient shall not distribute any Confidential Information without consent of the Discloser.

Initials:

### 2.3. Agreements with third parties

The Recipient will advise the Discloser of such disclosure beforehand and will be required by the Discloser to procure such recipient to enter into a confidentiality agreement in the same or similar terms as this Agreement.

### 2.4. Reproduction

The Recipient shall not reproduce or attempt to reproduce in any manner or for any Confidential Information without the prior written consent of the Discloser and any such reproduction shall, on request of the Discloser, be immediately delivered to the Discloser **provided however** this clause shall not preclude reproduction of copies of Confidential Information for the use of employees of the Recipient on a "need to know" basis for the Purpose of Disclosure and in terms of Clauses 2.2 - 2.3.

### 2.5. Derivative Works

The Recipient shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product containing the Confidential Information received by Recipient under this agreement.

### 2.6. Discussions and Negotiations

Without the prior written consent of the Discloser, the Recipient will not disclose to any persons either the fact that discussions or negotiations are taking place concerning the transaction under consideration or any of the terms, conditions or other facts with respect thereto, including the status thereof.

## 2. Statutory Requirement

The obligations of the Recipient under this clause shall not apply to any of the Confidential Information which the Recipient is required by statute or law (including the Listing Rules of the relevant stock exchange) to disclose, reproduce or disseminate, subject to prior notice being given to the Discloser.

## 3. Return of Confidential Information

If the Discloser determines in its absolute discretion the Recipient shall immediately deliver to the Discloser all Confidential Information or certify it has destroyed all copies of Confidential Information supplied to the Recipient hereunder.

## 5. Covenants Survive

The covenants and obligations of the Recipient contained in this deed shall survive the return to the Discloser of the Confidential Information and shall be enforceable at any time at law and in equity and shall ensure to the benefit of and be enforceable by the Discloser and its successors and assigns and shall be binding upon the Recipient and its successors or permitted assigns.

Initials:

6. Applicable Law

Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in New Zealand. The submission by the parties to such jurisdiction shall not limit the right of the Discloser to commence any proceedings arising out of this Agreement and construed under New Zealand law provided that if the Discloser elects to enforce this Agreement in any other jurisdiction the Discloser may elect to enforce this Agreement in accordance with the law of that jurisdiction.

7. Severability

In the event that any part of parts of this Agreement shall be held illegal or null and void by any court or administrative body of competent jurisdiction, such determination shall not affect the remaining parts of this Agreement, which shall remain in full force and effect as if such part or parts held to be illegal or void had not been included in this Agreement.

Signed for and behalf of:

Signed for and behalf of:

**Growing Organisations Limited.**  
Auckland,  
New Zealand.

**Name & Authority** (printed):

**Signature:**

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**Date:** .....

**Date:** .....