

NORI DATA SECURITY & USE AGREEMENT

This Data Security & Use Agreement (this “*Agreement*”) is an agreement between farmers, project owners, or other parties (“*you*”) and Nori regarding Nori’s use of: (i) your project’s operating data and other relevant information (“*Data*”), and (ii) other proprietary information that you provide us that is marked confidential or similar (together with Data, “*Confidential Information*”)

Nori’s Promises to You:

You are instrumental to Nori’s success, and when you provide us with your Confidential Information so that we can establish your project’s carbon baseline, calculate carbon removal claims, and otherwise include your project in Nori’s carbon removal trading platform (the “*Purpose*”), Nori promises to you the following:

- Confidentiality. Nori will not use your Confidential Information except for the Purpose or as otherwise authorized by you in writing (email sufficient). Nori will not disclose your Confidential Information to third-parties except as necessary to accomplish the Purpose. Nori will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of your Confidential Information.
- Ownership. You shall at all times retain ownership of the Confidential Information and except as authorized by this Agreement, you grant Nori no right to use or disclose the Confidential Information.
- Authorized Uses. In exchange for Nori including your project in Nori’s carbon trading platform, you hereby authorize and permit Nori to:
 - Use and reproduce the Confidential Information to accomplish the Purpose and related tasks or as expressly authorized by you in writing (email sufficient).
 - Share your Confidential Information with third-parties that are necessary to accomplish the Purpose, including COMET-Farm (You can review COMET-Farm’s commitment to data confidentiality here: <http://cometfarm.nrel.colostate.edu/>), and the verifier you contract with for verification purposes. Please be aware that once shared, your Confidential Information will be subject to such third-parties’ privacy and data security policies, which may or may not be the same as our confidentiality obligations.
 - Aggregate your Data with other projects’ data on an anonymous basis in order to analyze markets and the Nori Carbon Removal Tonne (NRT) supply chain to improve Nori, our carbon trading platform, and our other services.
 - Disclose your Confidential Information to comply with applicable law. In such event Nori will promptly provide you written notice of such disclosure.

Your Promises to Nori:

In order to protect Nori and to ensure the proper functioning of Nori's carbon removal trading platform, Nori needs certain assurances from you about your Confidential Information. Therefore, by providing your Confidential Information to Nori, you represent to Nori that the following statements are true: (i) you have the authority to provide your Confidential Information to Nori for the Purpose; (ii) providing your Confidential Information to Nori for the Purpose will not, to your knowledge, violate any applicable laws or the terms of any other agreement; and (iii) that this Agreement is valid, binding, and enforceable against you in accordance with its terms.

Further, you agree that you will indemnify and hold harmless Nori and its managers, members, and agents from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of or related to: (i) breach of your representations in this Agreement; and (ii) Nori's use of your Confidential Information consistent with the terms of this Agreement.

General Terms:

This Agreement may be terminated by either party with ten days' prior written notice to the non-terminating party. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. This Agreement may not be assigned without both parties' prior written approval. This Agreement is governed by Washington law, excluding Washington's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN KING COUNTY, WASHINGTON. Any amendments to this Agreement must be agreed upon by the parties in writing.

Last updated: January 20, 2020