

# Confidentiality Agreement & Privacy Policy

# **Confidentiality Agreement**

## The Parties:

This Non-Disclosure Agreement (this "Agreement") is entered into and becomes effective upon your submission of the user registration on our website. It establishes a binding arrangement between GeoSip Pty Ltd (referred to as 'the Company') with the ABN 856 2711 1862 and located at Level 2, 48 Maple Street Maleny, QLD 4552, Australia, and yourself, identified by the details provided in the initial registration form submitted by you, including your full name and address, as "the Recipient".

The Company and the Recipient desire to engage in activities and/or discussions regarding a potential agreement or other transaction between the parties (the "Purpose"). In connection with such activities and/or discussions, it may be necessary for the Company to disclose to the Recipient certain confidential information or materials to enable the parties to evaluate whether to enter into such agreement or transaction.

In consideration of the foregoing, the parties agree as follows:

## 1. Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public, proprietary or confidential information or materials disclosed by the Company to the Recipient, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as "confidential" and all notes, analyses, summaries, reports and other materials prepared by or on behalf of the Recipient that contain, are based on or otherwise reflect, to any degree, any of the foregoing. Confidential Information also includes:

- (a) the fact that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed;
- (b) the existence of this Agreement; and
- (c) any terms, conditions or arrangements being discussed or negotiated by the parties.

## 2. Obligations and Restrictions

The Recipient acknowledges that the Information disclosed by Disclosing Party is confidential and proprietary to Disclosing Party. The Recipient agrees to hold all such Information in strict confidence and not to disclose, divulge, or make any use of such Information, except as expressly permitted herein.

The Recipient agrees:

- (i) to maintain all Confidential Information in strict confidence;
- (ii) not to disclose Confidential Information to any third parties;
- (iii) not to use any Confidential Information for any purpose except for the Purpose; and
- (iv) not to contact any of the Company's advisors, partners, suppliers or clients for any reason whatsoever.

The Recipient may disclose Confidential Information to its directors, officers, employees, and advisors (collectively, "Representatives") who have a bona fide need to know such Confidential Information for the Purpose, but solely to the extent necessary to pursue the Purpose, and for no other purpose; provided that such Representatives are informed of the confidential nature of the Information and agree to be bound by the terms as set forth in this Agreement.

## 3. Exceptions

The obligations and restrictions in Section 2 will not apply to any information or materials that:

- (a) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the Recipient;
- (b) were rightfully known by the Recipient prior to receiving such information or materials from the Company;
- (c) are rightfully acquired by the Recipient from a third party who has the right to disclose such information or materials without breach of any confidentiality obligation to the Company; or
- (d) are independently developed by the Recipient without access to any Confidential Information.

## 4. Compelled Disclosure

Nothing in this Agreement will be deemed to restrict the Recipient from disclosing Confidential Information to the extent required by any order, subpoena, law, statute or regulation; provided, that the Recipient uses all reasonable efforts to give the Company reasonable advance notice of such required disclosure in order to enable the Company to prevent or limit such disclosure.

## 5. Return of Confidential Information

Upon the completion or abandonment of the Purpose, and in any event upon the Company's request, the Recipient will promptly return to the Company all tangible items and embodiments containing or consisting of Confidential Information and all copies thereof (including electronic copies), and any notes, analyses, compilations,

studies, interpretations, memoranda or other documents (regardless of the form thereof) prepared by or on behalf of the Recipient that contain or are based upon Confidential Information.

## 6. No Obligations

The Company retains the right, in its sole discretion, to determine whether to disclose any Confidential Information to the Recipient. In no event will the Company be required to negotiate or enter into any other agreements or arrangements with the Recipient, whether or not related to the Purpose.

#### 7. No License

All Confidential Information remains the sole and exclusive property of the Company. The Recipient acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the Recipient, by license or otherwise, in or to any Confidential Information of the Company, or any patent, copyright or other intellectual property or proprietary rights of the Company, except as specified in this Agreement.

# 8. No Warranty

ALL CONFIDENTIAL INFORMATION IS PROVIDED BY THE COMPANY "AS IS".

## 9. Term

This Agreement will remain in effect for a period of five (5) years from the date of last disclosure of Confidential Information by the Company, at which time it will terminate.

## 10. Equitable Relief

The Recipient acknowledges that the unauthorised use or disclosure of any Confidential Information would cause the Company to suffer irreparable harm and incur significant damages, the degree of which may be difficult to ascertain. Accordingly, the Recipient agrees that the Company will have the right to obtain immediate equitable relief to enjoin any unauthorised use or disclosure of its Confidential Information, in addition to any other rights or remedies that it may have at law or otherwise.

## 11. Governing Law

This agreement will be governed and construed in accordance with the laws of the State of Queensland and the Federal Laws of the Commonwealth of Australia applicable therein, excluding conflict of laws rules.

# 12. Entire Agreement

This Agreement is the complete and exclusive understanding and agreement between the parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision of this Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

Neither party may assign this Agreement, in whole or in part, by operation of law or

otherwise, without the other party's prior written consent, and any attempted assignment without such consent will be void; provided that the Company may assign this agreement to an affiliate or in connection with the sale of all or substantially all of the the Company's assets or business.

# **Privacy Policy**

This Policy relates to all of our websites including hempblockinternational.com, hempblockaustralia.com, hempblockusa.com, hempblockcanada.com, hempblockrsa.com, hempblockhawaii.com, and outlines the types of personal information we collect, how we use it, and the choices you have regarding your information. Please read this Privacy Policy carefully.

## **Information We Collect:**

- *Personal Information*: We may collect personally identifiable information, such as your name, email address, and contact details, when you voluntarily submit it through our website.
- Non-Personal Information: We may automatically collect non-personal information such as browser type, operating system, and IP address when you interact with our website.

## **How We Use Your Information:**

- Providing Services: We use your personal information to provide and improve our services, respond to your inquiries, and fulfill your requests.
- Marketing and Communications: With your consent, we may use your contact information to send you newsletters, promotional materials, and other communications.
- Analytics and Improvement: We may use non-personal information to analyze website usage, identify trends, and enhance the user experience.

# **Sharing Your Information:**

- *Third-Party Service Providers*: We do not share your information with any third-party service providers.
- *Legal Compliance*: We may disclose your information to comply with applicable laws, regulations, or legal processes.

#### **Your Choices:**

- *Opt-Out*: You have the option to opt-out of receiving promotional communications by following the instructions provided in the emails.
- Access and Correction: You can review and correct your personal information by contacting us at admin @hempblockinternation.com.
- User Account Deletion: If you have an account with us you can delete your account.

Simply login and select delete my account. All information associated with your account will be erased.

**Security:** We implement reasonable security measures to protect your information from unauthorized access, alteration, disclosure, or destruction. Links to Other Websites: Our website may contain links to third-party websites. We are not responsible for the privacy practices or content of these sites. We encourage you to review the privacy policies of any third-party websites. Children's Privacy: Our services are not directed at children under the age of 13. We do not knowingly collect personal information from children.

*Changes to this Privacy Policy*: We may update this Privacy Policy periodically, it was last updated on 6th May 2024.

**Contact Us:** If you have any questions regarding this Privacy Policy, please contact us at admin@hempblockinternational.com