MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of [DATE] by and between:

Disclosing Party: Sergey Zinin (or affiliated entity to be designated)

Receiving Party: [Investor / Fund Legal Name]

1. Purpose

The Parties wish to explore a potential transaction involving the possible acquisition of a timberland asset located in the Dominican Republic (the "Transaction"). In connection with the Transaction, each Party may disclose certain confidential information.

2. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, technical, financial, legal, operational, or commercial information disclosed by either Party, including but not limited to financial data, business plans, property details, title and cadastral information, operational data, reports and analyses, and information relating to the Transaction. Confidential Information includes the existence of discussions between the Parties.

3. Obligations of Receiving Party

The Receiving Party agrees to use Confidential Information solely for evaluating the Transaction, keep it confidential, not disclose it to third parties except to Representatives who are bound by confidentiality obligations, and protect it with reasonable care.

4. Permitted Disclosures

Confidential Information may be disclosed to directors, officers, employees, advisors, and financing sources who have a need to know and are bound by confidentiality obligations.

5. Exclusions

Confidential Information does not include information that is publicly available without breach, was already known, independently developed, or lawfully obtained from a third party.

6. Non-Circumvention

The Receiving Party agrees not to circumvent the Disclosing Party in connection with the Transaction, including direct negotiations with asset owners or related parties without consent.

7. No Obligation

Nothing in this Agreement obligates either Party to proceed with any transaction.

8. Return or Destruction

Upon request, the Receiving Party shall return or destroy Confidential Information, except for archival copies required by law or compliance policies.

9. Term

This Agreement shall remain in effect for 24 months from the date of execution.

10. Governing Law

This Agreement shall be governed by the laws of New York, USA.

11. Remedies

The Parties acknowledge that unauthorized disclosure may cause irreparable harm and that injunctive relief may be sought.

12. Entire Agreement

This Agreement constitutes the entire agreement regarding confidentiality.

SIGNATURES

Disclosing Party: Sergey Zinin

Signature: _____

Date: _____

Receiving Party: _____

Name / Title: _____

Signature: _____

Date: _____