

Annex I to the General Terms and Conditions of Sale and Delivery of Rowood B.V.

CONFIDENTIALITY AGREEMENT

THE UNDERSIGNED

(1)

The private limited liability company **Rowood B.V.**, having its registered office in Ridderkerk and its business address at Laantje 8 (2987 VR), registered with the Dutch Chamber of Commerce under number 24158598, hereinafter referred to as: **"Rowood"**,

and

(2) _____ a [public limited liability company/private limited liability company], incorporated under the laws of _____, having its registered office in _____ and its business address at _____ (**"Recipient"**);

WHEREAS:

(A)

Rowood owns and possesses valuable commercial information which it considers confidential in relation to an agreement concluded with the Recipient for the sale and delivery of wood products (the **"Confidential Information"**).

(B)

The Recipient wishes to obtain knowledge of the Confidential Information for the purpose of verifying the origin of the wood contained in the wood products delivered under the aforementioned purchase agreement.

(C)

Rowood is not willing to disclose such Confidential Information to the Recipient without adequate safeguards being put in place as set out in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows.

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

1.1. "Confidential Information" means information relating to the wood products sold by Rowood, including but not limited to the (sub-)suppliers, manufacturers, (intermediary) traders, carriers and all other information relating to the supply chain, production procedures and commercial information (including quantities and prices) of Rowood, whether or not recorded in writing, which is in any way connected with the agreement referred to in recital A, which Rowood considers to be confidential in nature and which is made available to the Recipient as further specified below.

The term Confidential Information shall also include any analyses, compilations or aggregations prepared by the Recipient, or by any third party at the request of the Recipient, in connection with the Confidential Information made available to the Recipient as further specified below.

1.2. "Affiliated Persons" means any director, chairman, employee, representative, agent, supplier or consultant of either Party or of any of their Affiliated Persons, as well as any person or entity that directly or indirectly controls, is controlled by, or is under common control with such person.

2. Disclosure, Use and Confidentiality of Confidential Information

2.1. Rowood shall provide Confidential Information to the Recipient solely for the purpose referred to in recital B. The Recipient accepts such Confidential Information subject to the terms and conditions set out in this Agreement.

2.2. The Recipient shall keep the Confidential Information strictly confidential.

2.3. With respect to the Confidential Information, the Recipient shall observe all security measures, duties of care and safeguards necessary to ensure the confidentiality and secrecy of the Confidential Information. The Recipient shall inform all Affiliated Persons who are in any way involved with the Confidential Information of the above obligations and shall require them to strictly comply with the provisions of this Agreement.

2.4. With respect to the Confidential Information, the Recipient specifically undertakes:

a. not to use the Confidential Information for any purpose other than verifying the origin of the delivered wood;

b. for a period of five (5) years from the date on which the Confidential Information is disclosed, not to purchase wood products, either directly or indirectly (through another party), from the suppliers or factories identified through the Confidential Information.

This obligation shall not apply to any supplier or factory in respect of which the Recipient can provide documented evidence that it had already placed one or more orders with such supplier or factory during the three-year period preceding the conclusion of this Agreement, provided that the Recipient notifies Rowood of this in writing within thirty (30) days after receiving the Confidential Information.

2.5. During the term of this Agreement and at all times after its termination, the Recipient shall take all necessary measures to prevent the Recipient and its Affiliated Persons, or any third party that has obtained the same Confidential Information from the Recipient or its Affiliated Persons, from disclosing or using the Confidential Information in any manner whatsoever, directly or indirectly, to or for any person for any purpose other than that set out in this Agreement.

2.6. The purpose of this Agreement is to ensure the confidentiality of the Confidential Information.

3. Deletion or Destruction of Confidential Information

3.1. All Confidential Information that the Recipient no longer requires at any time during the term of this Agreement shall be deleted or destroyed by the Recipient.

4. Exceptions to Confidentiality

4.1. The provisions set out in this Agreement shall not apply to Confidential Information:

(a) which is currently, or subsequently becomes, part of the public domain through no fault or attributable act or omission of the Recipient or its Affiliated Persons; or

(b) in respect of which the Recipient can demonstrate by means of documentation or other clear and convincing evidence that it lawfully possessed such information prior to receiving the Confidential Information from Rowood; or

(c) which was obtained in good faith, or which is subsequently obtained by the Recipient without the Recipient being subject to any confidentiality obligation towards Rowood in respect thereof, and which did not originate, either directly or indirectly, from the Recipient.

4.2. If the Recipient believes that it is not bound by this Agreement with respect to the Confidential Information provided, or any part thereof:

(i) because it falls within Article 4.1(b), the Recipient shall notify Rowood thereof in writing within thirty (30) days after receiving the Confidential Information from Rowood, supported by documentary evidence; or

(ii) if it believes that it falls within Article 4.1(a) or Article 4.1(c), it shall notify Rowood thereof in writing, supported by documentary evidence, within thirty (30) days after the date on which the Recipient discovers that it is not bound by this Agreement because it satisfies the requirements of Article 4.1(a) or Article 4.1(c).

If the Recipient fails to notify Rowood of the aforementioned facts in a timely manner, or fails to notify Rowood at all, the Recipient shall not be entitled to rely on Article 4.

5. Remedies Available to Rowood

5.1. The Recipient acknowledges that the remedies available to Rowood against the Recipient in the event of an attributable breach of this Agreement are insufficient to fully compensate Rowood for the resulting loss.

5.2. For each breach by the Recipient of any obligation arising from this Agreement, the Recipient shall forfeit to Rowood a contractual penalty of **EUR 50,000**, increased by **EUR 5,000 for each day** that the breach continues.

Such contractual penalty shall be without prejudice to Rowood's right to claim compensation for the actual loss suffered or to pursue any other legal remedies.

6. Governing Law

6.1. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

7. Disputes

7.1. The courts of Rotterdam, the Netherlands, shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

8. Term of this Agreement

8.1. Rowood shall be entitled at any time to decide not to disclose any Confidential Information and to request the return of all Confidential Information already disclosed.

This Agreement shall be entered into for a period of twelve (12) months commencing on the day following the date of signature of this Agreement.

Either Party may terminate this Agreement at any time by notifying the other Party thereof in writing.

8.2. Upon expiry or early termination of this Agreement, the Recipient shall return, or procure the return of, the Confidential Information to Rowood.

Upon expiry or early termination of this Agreement, the Recipient shall no longer be permitted to use any Confidential Information, unless the Parties have entered into a replacement written agreement expressly specifying how the Confidential Information is to be retained and used by the Recipient.

8.3. Rescission of this Agreement is excluded.

9. Notices

9.1. Any notice given by either Party to the other Party shall be made in writing (with prior notification by email) and shall be deemed to have been received by the other Party within five (5) business days after being sent by registered mail with acknowledgement of receipt.

Such notice shall be sent to the address stated above, unless one Party has notified the other Party in writing of a different address. In the latter case, the notice shall be sent to such different address.

10. Interpretation

10.1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the Parties relating to the subject matter set out in this Agreement.

10.2. A waiver of any provision or condition of this Agreement, whether by conduct or otherwise, shall not constitute a waiver of any other provision or condition.

10.3. No supplement, amendment or modification of any provision or condition of this Agreement shall be binding or enforceable unless agreed in writing by the Parties.

10.4. This Agreement shall not be terminated solely because any provision is declared null and void or unenforceable.

If any provision or condition is declared invalid or unenforceable, the remaining provisions or conditions shall remain in full force and effect, and the invalid or unenforceable provision or condition shall be replaced by a provision or condition that is valid and enforceable and that most closely reflects the intention of the invalid or unenforceable provision or condition.

THUS AGREED AND SIGNED BY:

**For and on behalf of
Rowood B.V.**

Name: _____

Title: _____

Date: _____

Signature: _____

**For and on behalf of
Recipient**

Name: _____

Title: _____

Date: _____

Signature: _____