

## **CONFIDENTIALITY AND DATA SHARING TERMS AND CONDITIONS (FOR CUSTOMERS)**

These Confidentiality and Data Sharing Terms and Conditions (as amended, modified or supplemented from time to time by Domtar) apply to all EUDR Information shared by Domtar to Recipient, directly or indirectly, through Tracemark, by email or otherwise, unless expressly superseded by a separate written agreement executed by both parties. By accessing and/or receiving EUDR Information, Recipient acknowledges and agrees that:

**WHEREAS** Regulation (EU) 2023/1115 of May 31, 2023 on the making available on the European Union (“**EU**”) market and the export from the EU of certain commodities and products associated with deforestation and forest degradation (as may be amended and/or replaced from time to time, “**EUDR**”) requires the collection, assessment and/or submission of information to demonstrate that the relevant products comply with EUDR, including without limitation Geolocation Data and any other non-public, proprietary or confidential materials and information relating to the respective businesses and operations of Domtar, Suppliers or third parties, that is disclosed to Recipient for the Purpose (“**EUDR Information**”);

**WHEREAS** Recipient is required to collect some EUDR Information which may be reported to its Representatives, its Customers, and/or relevant EU authorities with respect to the sale, import or export of relevant products in or from the EU in accordance with EUDR to satisfy applicable obligations under EUDR (the “**Purpose**”) but Domtar shall ensure that, except as specifically permitted herein, EUDR Information provided hereunder will be kept confidential and use only in compliance with applicable laws for the Purpose;

### **1. Definitions.**

“**Affiliate**” means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

“**Competitively Sensitive Information**” means EUDR Information identified, or that would reasonably be expected to be considered, as being competitively sensitive to the business of Domtar or their Suppliers.

“**Customers**” means any direct or indirect purchasers of products or materials from Recipient or its Affiliates which may contain wood products or wood byproducts provided by Domtar.

“**Domtar**” refers to Domtar Paper Company, LLC, Domtar Inc., Resolute FP Canada Inc., Resolute FP US Inc., Catalyst Pulp and Paper Sales Inc., Howe Sound Pulp and Paper Corporation, Meadow Lake Mechanical Pulp Inc. and/or any of their Affiliates, as applicable.

“**Geolocation Data**” means geolocation data of all plots of land where the wood contained in relevant products was produced.

“**Representatives**” include the employees, officers, directors, managers, agents, consultants and accounting, financial, professional, legal and other advisors and representatives of such party, and those of its Affiliates.

“**Suppliers**” means any direct or indirect suppliers of products or materials to Domtar which may contain wood products or wood byproducts provided by Domtar to Recipient.

### **2. Confidential Treatment.** Recipient acknowledges that all EUDR Information is valuable to Domtar, and/or its Suppliers, is to be held in confidence, remains their respective property and covenants that it and its Representatives will not use or disclose or allow others to use or disclose it except for the Purpose in accordance with the terms herein.

**3. Use and Disclosure Restrictions.** Subject to Section 2, Recipient and its Representatives will exclusively use the EUDR Information for the Purpose. Recipient will not, directly or indirectly, disclose EUDR Information to any person, except (i) to the Recipient’s Representatives who need to know such Information for the Purpose, and who have been informed of the confidential nature of the EUDR Information; (ii) to the Recipient’s Customers who need to know such Information for the Purpose, and who have been informed of the confidential nature and protections required; or (iii) as specifically consented to in writing by Domtar in its sole and absolute discretion. Recipient and its Representatives will not modify, disassemble, decompile or otherwise reverse engineer the EUDR Information. Geolocation Data provided to Recipient shall be aggregated with all geolocation data received by Recipient from its suppliers before being sent to its Customers and shall not separately identify the Geolocation Data provided by Domtar. EUDR Information provided hereunder may be disclosed and reported by Recipient, its Affiliates or its Customers to the relevant EU authorities to the extent legally required for the Purpose. Recipient or its Affiliates may also give access to the EUDR Information to the relevant EU authorities or their representative during regulatory audits to the extent necessary for the Purpose, provided that Recipient, to the extent legally permitted to do so, promptly notify Domtar. Recipient will furnish only that portion of the EUDR Information which, based on legal counsel advice, it believes is legally required to provide and Recipient will clearly identify such information as confidential. Recipient is responsible for any breach by its Representatives and Customers.

### **4. Legally Required Disclosure (other than an EUDR regulatory audit by an EU authority or ordinary course for the Purpose).** If Recipient or any of its Representatives become legally compelled to disclose EUDR Information,

Recipient will promptly notify Domtar so that Domtar may seek a protective order or other appropriate remedy, with Recipient's cooperation, or waive compliance with the provisions herein. In any event, Recipient and its Representatives will furnish only that portion of the EUDR Information which, based on advice of legal counsel, it believes is legally required and will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be granted.

**5. Competitively Sensitive Information and Regulatory Compliance.** Recipient agrees that in order to comply with competition/antitrust law and to protect Competitively Sensitive Information, Recipient shall restrict access to Competitively Sensitive Information to Representatives and Customers who need to know such Competitively Sensitive Information for the Purpose and who have no decision-making responsibility for sales, pricing, marketing, procurement of roundwood, chips, biomass or other wood by-products, or negotiations related to any business that competes with the Domtar or its Suppliers. For clarity, aggregated and anonymized Geolocation Data is not subject to the obligations set forth in this Section 5. Recipient will ensure that Competitively Sensitive Information (including copies and any work product derived from Competitively Sensitive Information) will be maintained separately and securely, and that Competitively Sensitive Information, including work product derived from Competitively Sensitive Information, will not be provided, discussed, exchanged, circulated, or otherwise furnished to or with any person that is not authorized to receive Competitively Sensitive Information hereunder.

**6. Return and Destruction of Materials.** If Domtar sends a material destruction notice to the Recipient, Recipient and its Representatives will promptly (i) return all EUDR Information received consisting of hard copy original documents received, (ii) destroy and erase all other EUDR Information (whether in tangible or intangible form) received (including for greater certainty all related or derivatives notes, summaries, studies, analyses, and other material), and (iii) certify such return and/or destruction in writing to Domtar. However, Recipient will have no obligation to retrieve and destroy EUDR Information stored and retained in back-up data storage systems as part of its ordinary course procedures or as required by law and may retain a copy with its legal counsel for archival or compliance purposes, but confidentiality obligations with respect to such retained EUDR Information shall continue for an indefinite period.

**7. Term.** Recipient will be bound by its obligations of confidentiality and other obligations hereunder for a period of five (5) years from the latest of the date of acknowledgement herein or the last receipt of EUDR Information; provided that (i) obligations with respect to Competitively Sensitive Information shall survive the term and for so long as such information continues to be competitively sensitive beyond such term, and (ii) obligations with respect to trade secret under applicable law will remain in full force and effect for so long as such item continues to be a trade secret.

**8. No Representations. No Rights Granted.** Domtar provides all EUDR Information "as is" and does not guarantee its accuracy or reliability. Neither Domtar nor any of its Representatives makes any representation or warranty as to its completeness or will have any liability to Recipient or any of its Representatives as a result of errors, omissions, use of or reliance upon the EUDR Information. Nothing herein is intended to grant any intellectual property right or license or any other rights or interest for, in or to the information.

**9. Injunctive Relief.** Recipient acknowledges that a breach of any obligations contained herein may cause Domtar irreparable harm for which damages may not be an adequate remedy. In the event of any such actual or apprehended breach by Recipient or its Representatives, in addition to any other remedy, Domtar will be entitled to the remedy of specific performance and to preliminary, provisional, interim, temporary, interlocutory and permanent injunctive relief, in addition to any other remedy to which it may be entitled at law or in equity. Domtar does not need to demonstrate irreparable harm, deposit any security or post any bond as a condition to any remedy.

**10. Notices.** Notices must be given to Domtar by prepaid registered mail, by recognized messenger service, or by email (with proof of transmission), at the following addresses (or any other address has specified by Domtar): Domtar, 1010 de la Gauchetière Street West, Suite 400, Montreal (Quebec) CANADA to: VP Legal Affairs Email: [legalnotices@domtar.com](mailto:legalnotices@domtar.com).

**11. Miscellaneous.** These terms and conditions are binding upon the Recipient and inure to the benefit of Domtar and its successors and permitted assigns. Recipient may not assign or transfer any of its rights, interests or obligations herein, except with Domtar's prior written consent. If the relevant Domtar selling entity is formed under the laws of any jurisdiction within the United States, these Terms and Conditions shall be governed in accordance with the laws of the State of Delaware; and if the relevant Domtar selling entity is formed under the laws of Canada, it shall be governed by the laws in effect in the Province of Ontario, Canada. Any dispute arising herein shall be submitted to the exclusive jurisdiction of the courts located in the applicable jurisdiction.