

MUTUAL CONFIDENTIALITY AGREEMENT

This mutual confidentiality agreement (the "**Agreement**") is effective as of the "**Effective Date**" as set forth below,

IS MADE BY AND AMONG BEEBOX S.R.L ("**Beebox**", on behalf of itself, its successors, permitted assignees, and affiliates),

AND Back to Wood , Thibaut de le Court (the "**Company**", on behalf of itself, its successors, permitted assignees, and affiliates),

each a "**Party**" and together the "**Parties**".

WHEREAS each Party ("**Disclosing Party**") wishes to make available and to exchange Confidential Information (as defined below) to the other Party ("**Receiving Party**") for the following purposes: in order to **build wood constructions** (the "**Authorized Purpose**") and wishes to establish terms governing the use and protection of such information.

NOW, THE PARTIES ARE WILLING TO DISCLOSE SUCH CONFIDENTIAL INFORMATION ONLY IN RELIANCE ON THE FOLLOWING TERMS AND CONDITIONS:

1. Object

1.1. The term "**Confidential Information**" means information provided by or on behalf of the Disclosing Party to the Receiving Party whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential", including, but not limited to, proprietary, research, developmental, technical, discoveries, ideas, marketing, sales, operating, performance, strategies, financial, cost and pricing data, documents, know-how, business and process information, computer files, computer printouts, computer programs (in any form), computer programming techniques, designs, drawings, documents, specifications, formulas, data, sketches, evaluations, findings, methods, processes, descriptions and information concerning current products, future product plans, product names, product storyline, product design, product investigations and all record bearing media containing or disclosing such information which is disclosed pursuant to this Agreement. Confidential Information shall include any samples, models or prototypes, or parts thereof. Confidential Information also includes any information that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as Confidential Information.

1.2. Lastly, Confidential Information includes visual information obtained as a result of any visit of the other's location(s), inclusive of the form, materials and design of such facility and equipment which may be seen at such location as well as all the facility as a whole and the methods of operation and applications used therein.

2. Obligations

The Receiving Party, including its officers, directors, employees, agents and representatives in case the Receiving Party is a legal entity (collectively, the "**Representatives**"), shall

- (i) receive, keep and protect the Disclosing Party's Confidential Information secret and confidential, with a standard of care which shall be no less than the care it uses to protect its own information of like importance, but never less than a reasonable standard of care;

- (ii) in case the Receiving Party is a legal entity, minimize disclosure of the Disclosing Party's Confidential Information by limiting access to their Representatives who require such Confidential Information only for the Authorized Purpose and who are advised of the confidential nature of the Confidential Information before disclosure and agree to be bound by the obligation of confidentiality or, alternatively, are under pre-existing obligation of confidentiality substantially similar to the confidentiality set out in this Agreement; and
- (iii) not, except with the prior written explicit consent of the Disclosing Party:
 - (a) use or exploit the Confidential Information in any way except for the Authorized Purpose;
 - (b) disclose or make available any Confidential Information of the Disclosing Party to any third party; and
 - (c) copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Authorized Purpose;
 - (d) make public disclosure of the Agreement.

3. Exclusions from Confidentiality Treatment

The above undertakings shall not apply to any Confidential Information which:

- (i) is or becomes generally known to the public through no wrongful act on the part of the Receiving Party or any third party;
- (ii) was known to the Receiving Party on a non-confidential basis prior to its communication by or through the Disclosing Party (as evidenced by the Party's records);
- (iii) becomes known to the Receiving Party by the action of another person not in breach of any obligation of confidentiality owed to the Disclosing Party subject to the terms under which it is disclosed;
- (iv) is generally made available to third parties by the Disclosing Party without restriction on disclosure; or
- (v) can be shown, by written evidence, to have been independently developed by or for the Receiving Party without any direct or indirect access to, or use or knowledge of, the information imparted by the Disclosing Party;
- (vi) is approved for release by written authorization of the Disclosing Party.

4. Compelled Disclosure

If the Receiving Party becomes legally compelled by any law or regulation, by any governmental or other regulatory authority (including any relevant stock exchange authority) or by a court or other authority of competent jurisdiction, to disclose any Confidential Information of the Disclosing Party, it shall:

- (i) immediately notify the Disclosing Party by written notice and send a copy of the written demand before disclosure if authorized legally;
- (ii) allow the Disclosing Party, and reasonably cooperates with it in such efforts, to seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement;
- (iii) in all cases, furnish only the portion of the Disclosing Party's Confidential Information which it reasonably believes is legally required to be disclosed; and
- (iv) use its best efforts to ensure that all Confidential Information so disclosed will be accorded confidential treatment.

5. Other Disclosure and Liability

5. The Receiving Party shall immediately notify the Disclosing Party of any actual, suspected or potential collection, use, access, release, loss, breach or disclosure of Confidential Information that is contrary to the provisions of this Agreement and, if appropriate, take reasonable steps to remedy the breach, providing a detailed description of the circumstances of the disclosure, the parties involved, and the steps taken to prevent further unauthorized use, disclosure or loss.
2. The Receiving Party is, at all times, liable for any breach (by action or omission) of this Agreement by its Representatives in violation of the terms hereof.
3. The Parties acknowledge that, due to the unique nature of the Confidential Information, damages alone would not be an adequate remedy for the breach or threatened breach of this Agreement. Any violation of this Agreement by the Receiving Party shall entail the obligation for that Party to pay the Disclosing Party a compensatory indemnity valued at EUR 10,000 [ten thousand euros] per breach, subject to the right of the prejudiced party to claim the entire amount of the prejudice. In addition, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to seek specific performance, injunctive and other equitable relief as a remedy for any such breach or threatened breach and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. The failure of a Party to enforce its rights in the case of any breach of this Agreement shall not be construed to constitute a waiver of its rights with respect to any subsequent breach.

2. No Warranty and no Rights Transmitted

1. **No Representations or Warranties** - Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Receiving Party. Neither the Disclosing Party nor any of its Representatives shall be liable to the Receiving Party or any of its Representatives relating to or resulting from the Receiving Party's use of any of the Confidential Information or any errors therein or omissions therefrom.
2. **No Transfer of Rights, Title, or Interest** - Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Receiving Party or any of its Representatives.
3. **No Other Obligation** - The Parties agree that neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Authorized Purpose or otherwise.

2. Duration, Termination and Termination of Duty to Protect

- 2.1. This agreement shall continue from the Effective Date until completion of the Authorized Purpose. However, either Party may terminate this Agreement by giving two (2) weeks written notice to the other Party.

- 2.2. Upon termination of the Agreement and/or upon the written request of the Disclosing Party at any time, the Receiving Party shall make no further use or disclosure of any Confidential Information, return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies. Also, the Receiving Party shall destroy all copies of any notes created by itself or its Representatives. The Receiving Party shall certify in writing to the Disclosing Party compliance with the foregoing obligations within fifteen (15) days of termination.
- 2.3. The Receiving Party is however not required to return or destroy any Confidential Information if doing so would violate any applicable law, regulation, or applicable judicial or governmental order. Moreover, to the extent that Receiving Party's computer back-up or archiving procedures create copies of the Confidential Information, Receiving Party may retain such copies for the period it normally archives backed-up computer records so long as such copies are not readily accessible and are not used or consulted with for any other purpose, which copies shall be subject to this Agreement until destroyed or no longer deemed Confidential Information.
- 2.4. Notwithstanding any termination, the Parties' obligations with respect to Confidential Information received prior to termination shall continue for ten (10) years following termination or expiration of the Agreement, except Confidential Information that is otherwise protected by law (e.g., trade secret laws, personal data or other privacy laws, etc.) shall remain protected and shall not be disclosed for as long as the applicable law requires.

3. Governing Law and Competent Court

This Agreement is subject to, and shall be construed in accordance with, Belgian law, excluding the choice of law rules thereof. Any dispute or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims) shall be submitted to the exclusive jurisdiction of the Tribunal de l'Entreprise of Brussels, Belgium.

4. Miscellaneous

1. **Entire Agreement** - The Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
2. **Severability** - If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
3. **Relationship** - The Parties are and remain independent contractors.
4. **Assignment** - Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this provision shall be null and void. No assignment or delegation shall relieve the Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and nothing herein, express or implied, shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
5. **Non-solicitation** - Each Party agrees that during the Term and for a period of one year after the expiration or termination of the Agreement, neither such Party nor any of its Representatives shall directly or indirectly, for itself or on behalf of another entity, solicit for employment or otherwise induce, influence, or encourage to terminate employment with the other Party any current or former employee of the other Party who received access to Confidential Information except pursuant to a general

solicitation through the media that is not directed specifically to any employees of the other Party, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this provision.

6. **Amendments and Others** - This Agreement (i) will be binding upon and inure to the benefit of the Parties hereto and their respective successors, executors, administrators and permitted assignees, (ii) may not be modified, amended, nor waived, in whole or in part, except by an agreement in writing duly executed by the Parties, and (iii) each Party warrants and represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

THE INDIVIDUALS SIGNING BELOW warrant that each has the authority to bind its respective party if such party is a legal entity or himself in case he/she is a natural person, and when signed by both parties, this Agreement shall be a binding contract. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute the same instrument. Once signed, both parties agree that any reproduction of the Agreement made by reliable means (e.g., photocopy, scan, or facsimile) is considered an original.

Effective Date: 11.01.22

BEEBOX S.R.L.

THIBAUT DE LE COURT, BACK TO WOOD

Name: Arthur Dumont de Chassart

Title: Director

Registered office:

Rue Bâtonnier Braffort 57

1040 Etterbeek

Belgique

Entreprise number 0755.710.469

Name: Thibaut de le court

Titre: director

Registered office:

Entreprise number: