



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into by and between Rayonier Operating Company LLC, a Delaware limited liability company, representing and acting on behalf of its affiliates and subsidiaries (“Rayonier”), and \_\_\_\_\_, a \_\_\_\_\_ (“Recipient”). The parties are currently considering a potential business activity involving the Flint River Package (the “Project”). This will entail the disclosure by Rayonier to Recipient of certain proprietary information. All such disclosures have been or will be made subject to the following terms and conditions:

1. Confidential Information. For purposes of this Agreement, “Confidential Information” shall mean and include all non-public documents, lists, plans, processes, methods, designs, inventions, samples, prototypes, studies, know-how and other information disclosed or made available by Rayonier to Recipient in connection with the Project, including, without limitation, the Flint River Package. The existence of the Project shall itself constitute Confidential Information. Confidential Information may be disclosed in documentary or other tangible form, electronically, orally or by visual inspection. The disclosure of Confidential Information hereunder and its extent is at the complete discretion of Rayonier.
2. Restrictions on Use of Confidential Information. Except as expressly provided to the contrary herein, Recipient shall maintain any and all Confidential Information in strict and complete confidence, and shall not publish, disclose, transfer, release or divulge, either directly or indirectly, any such Confidential Information to any third party or use any such Confidential Information for any purpose other than the Project, without the prior written permission of Rayonier. Recipient may disseminate Confidential Information only to those of its employees who need to receive it for purposes of the Project and shall ensure that such employees are made aware of Recipient's obligations under this Agreement and are bound to uphold them.
3. Exclusions. Recipient's obligations under Paragraph 2 hereof shall not apply or shall cease to apply to any Confidential Information which:
  - (a) Recipient can demonstrate was known to it prior to disclosure hereunder other than as a result of previous confidential disclosure by Rayonier;
  - (b) is in the public domain or becomes so through no fault of Recipient; or
  - (c) has been or becomes disclosed to Recipient without restriction by a third party under no obligation of confidentiality to Rayonier.

Specific information which is not itself within any of the exceptions specified in this paragraph 3 shall not be brought within any of such exceptions simply because it is

embraced by general information which is within such exceptions. The fact that information may itself come within any of the above exceptions shall not prevent its combination with other information, or its adoption or use by Rayonier, from constituting Confidential Information.

4. No Transfer or License. All Confidential Information shall be and remain the sole and exclusive property of Rayonier. Neither this Agreement nor the disclosure of Confidential Information hereunder shall result in the grant to Recipient of any right to or license of any intellectual property or other proprietary property of Rayonier.
5. Return of Documents and Other Tangible Material. All Confidential Information, together with all copies thereof and any products, documents, models, notes or other materials in Recipient's possession which contain or embody any such Confidential Information, shall be promptly returned to Rayonier upon the earlier to occur of (a) the conclusion or termination of the Project, or (b) any request by Rayonier.
6. Term. The restrictions on Recipient's disclosure and use of Confidential Information contained in Paragraph 2 hereof shall continue: (i) with regard to each item of Confidential Information which constitutes a trade secret under applicable law, for such time as such item shall continue to constitute a trade secret under applicable law; and (ii) with regard to each item of Confidential Information, other than trade secrets, for a period of three (3) years from the date upon which such item and any permitted copies thereof or materials containing or embodying such item have been returned to Rayonier in accordance with paragraph 5 of this Agreement.
7. Legally Compelled Disclosure. In the event Recipient should be required by applicable law or legal process to disclose any Confidential Information, such disclosure shall not constitute a breach of this Agreement provided Recipient, prior to making any such disclosure: (a) provides Rayonier with prompt notice of such requirement so that it may seek an appropriate protective order or other remedy; and (b) consults with Rayonier with respect to taking steps to resist or narrow the scope of such required disclosure.
8. Injunctive Relief. The parties acknowledge and agree that with respect to any actual or threatened violation of this Agreement by or through Recipient, in addition to whatever remedies may be available under applicable law; Rayonier shall be entitled to specific performance of this Agreement and to injunctive relief to prevent the disclosure or unauthorized use of any Confidential Information.
9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to the choice of law principles thereof.
10. Effect/No Assignment. This Agreement shall be binding upon the parties, their respective successors and permitted assigns. Recipient may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Rayonier.

11. Contacts/Notice. Recipient's contact person for the purpose of receiving Confidential Information and/or any notice hereunder is \_\_\_\_\_, at \_\_\_\_\_ (address), \_\_\_\_\_ (telephone) \_\_\_\_\_ (fax).

Rayonier's contact person for the purpose of receiving any notice hereunder is Wes Davis, at 1 Rayonier Way, Yulee, Florida 32097, phone and fax numbers: 904.420.0415 and 904.261.2107, with a copy to Law Department, 1 Rayonier Way, Yulee, Florida 32097, Fax No. (904) 261-2107. Any notice given to a party hereunder shall be in writing and sent by registered or certified mail or overnight delivery service, or by confirmed facsimile transmission. Any such notice shall be deemed given on the date of receipt. Either party may designate a different contact person or address by notice conforming to this Paragraph 11.

12. Severability. The unenforceability or invalidity of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, but such remaining provisions shall be construed and interpreted in such a manner as to carry out fully the intent of the parties; provided, however, that should any judicial body interpreting this Agreement deem any provision to be unreasonably broad in time, scope or otherwise, the parties each acknowledge their intent and desire that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.
13. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any previous agreement between the parties, relating to the Confidential Information. Any modification or amendment of this Agreement must be in writing and signed by both parties.

RAYONIER:

By: \_\_\_\_\_ (Sign)

\_\_\_\_\_ (Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RECIPIENT:

By: \_\_\_\_\_ (Sign)

\_\_\_\_\_ (Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_