

## CONFIDENTIALITY AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT (“Agreement”)** is made with effect as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”), between Brickland Timberlay Corporation (“**BTC**”) and \_\_\_\_\_(the “**Interested Party**”).

**WHEREAS**, the Interested Party is interested in pursuing a potential transaction with BTC (the “**Transaction**”);

**WHEREAS** Interested Party desires to obtain access to Confidential Information for the limited purpose of assisting with the Transaction (the “**Purpose**”);

**WHEREAS** to facilitate the Purpose, the Parties desire that BTC will provide to Interested Party access to the Confidential Information, and Interested Party will treat this Agreement and all discussions pursuant to it as Confidential Information, all pursuant to the terms of this Agreement; and

**WHEREAS** the Parties wish to ensure that all Confidential Information disclosed is used solely for the Purpose, and it is not disclosed to or discussed with third parties, except as set forth in this Agreement or as may be agreed upon through a subsequent agreement.

**NOW THEREFORE** in consideration of the premises, covenants, agreements and mutual obligations herein contained, and intending to be legally bound, the Parties agree as follows:

### 1.

#### DEFINITIONS

“**Affiliate**” or “**Affiliates**” means a person(s), company(is) or other form(s) of entity which, directly or indirectly, control(s) or is(are) controlled by a Party, or is(are) under control of a third party which also controls a Party, where “**control**” means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

“**Confidential Information**” means all information, data, knowledge and know-how including but not limited to all commercial, legal, financial and technical information and materials (documents, interpretations, plans, maps, sections, drawings, writings, papers, materials and all other things related thereto), information concerning the business of the Discloser and its policies, services, processes, procedures, methods, formulations, trade secrets, intellectual property, facilities, products, plans, affairs, transactions, organizations, business details or suppliers and clients, and the Discloser’s own analyses, interpretations, studies and opinions in any way derived (in whatever form and however communicated) owned by and relating, directly or indirectly provided to Recipient or its Affiliates that is delivered or disclosed by Discloser or any of its Affiliates or Representatives to Recipient or any of its Affiliates or Representatives in writing, electronically, or verbally, whether disclosed prior to or after the

execution of this Confidentiality Agreement and without regard to whether specifically marked or designated as confidential. Confidential Information means and shall include any discussions between the Parties regarding the Transaction, and the fact that the Parties are or have been involved in the analysis of, in meetings or negotiations related to the Transaction. Confidential Information shall exclude information that:

- (a) at the time of its disclosure is generally available in the public domain; or
- (b) enters the public domain and becomes generally available at any time after disclosure other than through an act or omission of the Recipient; or
- (c) the Recipient can demonstrate by written records was already known to it at the time of its disclosure (except that if portions of such information were not known to it, then these portions will be Confidential Information); or
- (d) after its disclosure, is disclosed to the Recipient by a third party which third party has the unrestricted right to make such disclosure to the Recipient; or
- (e) is disclosed to the Recipient by the Discloser and, at the time of such disclosure (or thereafter) the Discloser states in writing that it is not Confidential Information.

“**Discloser**” means BTC or its Affiliates or Representatives insofar as BTC is allowing the Interested Party or its Representatives or Affiliates access to Confidential Information;

“**Party**” means either BTC or Interested Party; and “**Parties**” means both BTC and Interested Party.

“**Recipient**” means the Interested Party or its Affiliate or Representatives respectively insofar as the Interested Party is receiving Confidential Information from BTC or its Affiliates;

“**Representatives**” means the directors, officers, members, employees, agents, advisors and consultants of a Party and/or its Affiliates.

## 2.

### CONFIDENTIAL INFORMATION

#### 2.1. Ownership: Use.

All Confidential Information disclosed by Discloser to Recipient shall remain the sole and exclusive property of the Discloser and it shall not be disclosed to anyone in any manner whatsoever except in accordance with the Agreement. In consideration of the disclosure of the Confidential Information, the Recipient agrees that the Confidential Information shall be

used only for the Purpose and for no other purpose and shall be treated by Recipient in the utmost and strictest confidence. Without limiting the generality of the foregoing, the Parties expressly agree that the Confidential Information shall not be used directly or through third parties to adversely affect, control or compete with the business of the Discloser or its Affiliates nor disclosed or discussed with third parties except pursuant to the terms of this Agreement.

## **2.2. Disclosure.**

Notwithstanding anything in this Agreement to the contrary, Recipient may disclose Confidential Information without Discloser's prior written consent under the following circumstances and no others:

- (a) when such disclosure by Recipient is required under applicable law or by a valid subpoena or other court, administrative or governmental order, decree, regulation or rule or applicable stock exchange rule; provided, however, that if disclosure is required under this provision, Recipient shall, if permitted, provide Discloser with prompt notice (at least ten (10) days' prior written notice unless less time is prescribed by the applicable proceeding) of any efforts to compel disclosure and reasonably cooperate with Discloser's lawful attempts to prevent disclosure or to obtain a protective order; or
- (b) when such disclosure is made to Representatives of Recipient who need access to such Confidential Information for the Purpose and who agree in writing to be bound by the terms of this Agreement.

## **2.3. Maintenance of Confidentiality.**

Recipient shall keep and maintain all Confidential Information disclosed pursuant to this Agreement in confidence and shall not disclose the same to any unauthorized person or otherwise use the Confidential Information in any unauthorized manner. Recipient shall be responsible for ensuring that its Affiliates and Representatives to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or in any unauthorized manner. Moreover, except as set forth in Section 2.2 above, neither Party nor its Affiliates or Representatives will disclose to any person either the fact that business discussions are taking place between the Parties nor any terms, conditions or other facts with respect to any transaction that may be proposed or undertaken, including the status thereof.

## **2.4. Return of Confidential Information: Copies of Documents.**

Within twenty (20) days from receipt of a written request by Discloser, Recipient will return or destroy all Confidential Information that was provided to it and will return to Discloser or destroy all copies, notes, memoranda or other documents or records made by or on behalf of Recipient related to the Confidential Information. The Parties acknowledge and agree

that any Confidential Information (including in the form of copies, or other documents or files which contain Confidential Information), which is retained in violation of this provision shall continue to be governed by this Agreement notwithstanding the expiration or termination of the Agreement. Upon request of either Party, the other Party shall certify to the requesting Party in writing that it has complied with all provisions of this Section 2.4.

### **2.5. No Warranty of Confidential Information.**

Discloser will take all reasonable care to avoid providing Recipient with inaccurate, misleading or incomplete information. However, except for any representations or warranties that may be provided in a definitive agreement between the Parties or any of their Affiliates with respect to a possible transaction, each Party and its respective Affiliates and Representatives, makes no warranty, expressed or implied, regarding the quality, accuracy, reliability, completeness or usefulness of the Confidential Information. The only representations and warranties that shall have any legal effect are those that may be made to the other Party or its Affiliates in such a definitive, written agreement, when, as and if executed, and subject to such limitations and restrictions as may be specified therein.

## **3.**

### **RIGHTS, COVENANTS AND REMEDIES**

#### **3.1. Respective Rights and Obligations**

Recipient understands and agrees that, by Recipient's execution of this Agreement, Discloser does not grant to Recipient the exclusive right to review the Confidential Information and that Discloser, in its sole discretion, may provide the Confidential Information to other entities or individuals as Discloser deems desirable. Further, Discloser is not restricted from entering into negotiations with any other person or entity or entering into possible transaction(s) with any other person or entity, all without prior notice to Recipient or its Representatives. The Parties reserve the right, each in its sole discretion, to reject any and all proposals made by the other and to terminate discussions and negotiations at any time and for any reason.

#### **3.2. Status and Expenses.**

This Agreement does not constitute the Parties as partners; joint venturers or agents of each other, and neither Party may so represent itself.

#### **3.3. Indemnification.**

Except as otherwise provided herein, each Party shall indemnify and hold harmless the other Party, its Affiliates and Representatives from and against any and all loss, damage, liability, actions and claims, including legal fees and costs, which arise from the unauthorized disclosure or use of any Confidential Information or breach of any other provisions of this Agreement by it or its Affiliates or Representatives.

### **3.4. Remedies.**

Both Parties acknowledge that any breach of this Agreement by either Party will be deemed to cause the other Party irreparable harm for which damages are not an adequate remedy. Accordingly, in the event of any such breach or threatened breach by one Party, each Party agrees that, in addition to other remedies at law or in equity that it may have, the other Party shall be entitled to seek equitable relief, including without limitation injunctive relief or specific performance or both, without the requirement of posting a bond or other security.

### **3.5. Costs to Prevailing Party.**

In the event any action is instituted by a Party to enforce any of the terms and provisions contained herein, the prevailing Party in such action shall be entitled to receive from the other Party reasonable lawyers' fees, costs and expenses incurred in enforcing this Confidentiality Agreement.

### **3.6. Compliance with Applicable Law, Regulation and Rules.**

The Parties acknowledge the importance of and agree to strict adherence with all applicable securities laws and regulations and the rules and regulations of applicable stock exchanges, together with compliance with all other laws as may be applicable to this Agreement.

## **4.**

### **TERM**

#### **4.1. Term.**

Each Parties obligations under this Agreement shall terminate five years from the Effective Date hereof.

#### **4.2. Survival of Provisions.**

Notwithstanding the termination of this Agreement, it is acknowledged and agreed that those rights and obligations which by their nature or terms are intended to survive, together with all definitions necessary for the proper construction of this Agreement, shall survive such expiration or termination of this Agreement and shall remain in full force and effect.

## **5.**

### **GENERAL**

#### **5.1. Binding Effect: Assignment.**

The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors of the Parties hereto. This Agreement or any rights hereunder may not be assigned by either Party without the prior written consent of the other

Party. In any event, neither Party shall be relieved from any of its obligations hereunder even if an assignment is permitted, unless specifically provided in such assignment.

**5.2. Governing Law.**

Except for matters of title to each Party's properties, which shall be governed by the law of their situs, this Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflict of law that would impose a law of another jurisdiction.

**5.3. Forum; Jurisdiction.**

The courts of Province of Ontario shall be the exclusive forum for any action under this Agreement, unless otherwise agreed to in writing by the Parties.

**5.4. Entire Agreement: Conflicting Provisions.**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements between the Parties hereto.

**5.5. Amendment.**

This Agreement may be modified or amended only by an instrument in writing executed by the Parties or their permitted assignees.

**5.6. Section Headings.**

Section and Article headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

**5.7. Notices.**

All notices pursuant to this Agreement shall be in writing, except as provided herein. Notices in writing shall be sufficient if hand delivered or mailed by first class mail, postage prepaid, or sent by overnight courier, facsimile or other electronic transmission to the attention of the person listed below and to the Party intended as the recipient thereof at the address of such Party set forth below, or at such other address or to the attention of such other person as such Party shall have designated for such purpose in a written notice complying as to delivery with the terms of this Section. Notices shall be deemed delivered on the day delivered if hand delivered or sent by overnight courier, facsimile or other electronic transmission or in the case notice was sent by first class mail, notice shall be deemed delivered three (3) days after the Post Office postmark thereon.

To: Interested Party

**[insert name and address]**

Telephone:

Fax:

Attention:

To: Brickland Timberlay Corporation  
585 Manor Avenue,  
Ottawa, Ontario, K1M 0J1  
Attention: President & Chief Executive Officer

Email: bricklandtimberlay@rogers.com

**5.8. No Waiver of Performance.**

Failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either Party as regards any subsequent action.

**5.9. Severability.**

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. If any provision of this Agreement is held invalid or unenforceable only in part or to a degree, the remainder of such provision shall remain in full force and effect.

**5.10. Facsimile Execution and Counterparts.**

This Agreement may be executed in counterparts and shall become operative when each Party has executed and delivered at least one counterpart. This Agreement may be delivered by facsimile transmission evidencing execution thereof and shall be effective as a valid and binding Agreement between the Parties for all purposes.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date hereof.

**Brickland Timberlay Corporation**

Per: \_\_\_\_\_

Name:

Title:

**[insert name]**

Per: \_\_\_\_\_

Name:

Title: