CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into as of _____ 2026 (the "Effective Date") by and between;

AV Group NB Inc., a company incorporated under the laws of Canada hereinafter together referred to as "AV Group", "Company" or "Disclosing Party" (which expression includes its successors and permitted assigns), and,

_____, a company registered under the laws of _____ and having its registered office at _____ hereinafter referred to as "Second Party" or "Receiving Party" (which expression includes its successors and permitted assigns).

AV Group and Second Party are hereinafter individually referred to as the "Party" and are collectively referred to as "Parties".

WHEREAS the Parties desire to enter into discussions with each other for evaluating and negotiating the sale and purchase of sale of the AV Group timberland portfolio (the "Purpose"), for which Disclosing Party may indulge in sharing Confidential Information with the Receiving Party. The Parties agree that there is a need for this Agreement to assure the confidentiality and proper use of such Confidential Information.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Definitions:** Wherever used in this Agreement, unless stated otherwise or the context otherwise requires, the following terms and expressions shall have the following meanings:

   A. "**Affiliates**" shall mean entities, with respect to a Party, any Person who, directly or indirectly, singly or together with its subsidiaries, controls, is under the control or common control of any of the Party hereto. For avoidance of doubt, it is clarified that entities controlled by government/sovereign entity shall not be considered to be an Affiliate of a Party merely because they are under common control of government/sovereign entity (and shall not benefit from any rights or liable for any obligations under this Agreement unless expressly stated otherwise).

   B. **"Confidential Information"** means in relation to each Party all data or information and includes, but is not limited to technical, business, financial, operational, commercial, management, scientific, proprietary technology information, land data, specifications, research, software, discoveries, ideas, know-how, life cycle assessment data, designs, drawings, flow charts, memoranda, notes, estimations, projections, concepts, documents, data, writings, presentations, statements, programs, plans, research, samples, materials, forecasts, summaries, statistics, compilations, analysis, techniques, layouts, methods, functions, development, strategies, plans, procedures, design, drawings, formulae, compositions, concentration and other technical, land related information, commercial, and financial information concerning to Disclosing Party, and/or any outcome, results, projections, forecasts, summaries, compilations, analysis, techniques, methods, inventions, intellectual property, functions, etc. arising out of or developed by the Receiving Party of the aforesaid information, samples, materials of the Disclosing Party, or any information or related information of its clients, customers, affiliates, subsidiaries or holding companies of Disclosing Party, which is disclosed by the Disclosing Party, whether directly oral, material, machine readable or any other form, including any copies thereto, to the Receiving Party, or indirectly, by permitting the Receiving Party to observe the conduct of the Disclosing Party's operations or processes. In the event the Disclosing Party of such Confidential Information orally discloses the information to the receiving party, the Disclosing Party agrees to promptly notify the receiving party of the confidentiality of such oral disclosure and reduce to writing such Confidential Information and submit the same to the Receiving Party within thirty (30) days of such oral disclosure, failing which the Receiving Party shall not be bound by the confidentiality obligations as herein provided as regards the said Confidential Information disclosed orally. The fact that discussions are taking place between the Parties and the existence of this Agreement shall be considered as Confidential Information.

      Exceptions: Confidential Information does not include information that the Receiving Party can demonstrate:
      a. was lawfully in the Receiving Party's possession prior to its being furnished to the Receiving Party under the terms of this Agreement, provided the source of that information was not known by the Receiving Party to be bound by a confidentiality agreement with, or other continual, legal, or fiduciary obligation of confidentiality, to the Disclosing Party;
      b. is rightfully obtained by the Receiving Party from a third party, without breach of any obligation to the Disclosing Party;
      c. is independently developed by the Receiving Party without use of or reference to the Confidential Information.
      d. is agreed in writing by the Parties as information that is not confidential in nature or information that may be disclosed to the public;

   C. "**Control**" together with grammatical variations i.e. "controls", "control", "controlled" or "common control"; when used with respect to any Person, means; (a) the direct or indirect ownership of more than fifty (50) percent of the voting rights/ membership interest in a company or other legal entity; (b) `the right to appoint majority of the directors or to control the management or policy decisions exercisable by such a Person; directly, indirectly, individually or in concert; including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

   D. **"Indemnitees"** shall mean the Party which is being indemnified and shall include the affiliates, current or future directors, officers, professional staff and employees and their respective successors, heirs and assigns.

   E. "**Person**" means an individual, natural or juridical entity, company, corporation, a partnership, trust, society, firm, sole proprietorship or any other entity or organization or other body whatsoever, whether or not having a separate legal personality

   F. **"Representatives"** includes agent, advisor, consultant, contractor or third party, which is engaged by the Receiving Party with prior written consent of Disclosing Party.

2. **Limits on Use and Disclosure of Confidential Information:**
   A. The Receiving Party shall:
      a. use Confidential Information exclusively for the Purpose and in particular, shall not reverse engineer, process, research or analyse the Confidential Information for any other purpose whatsoever at any time;
      b. not claim any right, title, or interest in Confidential Information and shall not use or share the Confidential Information to the detriment of Disclosing Party;
      c. not use the Confidential Information for any commercial or non-commercial purpose;
      d. take all reasonable steps including all technical and organizational safeguards and protect Confidential Information and accord it at-least the same degree of confidential treatment as it gives to its confidential information and proprietary technology.
      e. disclose the Confidential Information to minimum number of employees and directors; only on demonstrated need to know basis and shall take similar confidential undertaking from them.
      f. not disclose the Confidential Information to any of its Representatives without consent of Disclosing Party and shall ensure to take similar confidential undertaking in writing from such Representatives and shall take all action, legal or otherwise, to the extent necessary to cause its Representatives to comply with the terms and conditions of this Agreement, thereby preventing any disclosure of the Confidential Information by any of such Representatives.

3. **Required Disclosures under Legal Process.** The Receiving Party may disclose Confidential Information to the extent and in the manner in which such disclosure is mandatorily required by law or in accordance with a judicial or other governmental order or pursuant to a legal process, provided that the Receiving Party gives the Disclosing Party a prompt written notice and in any case within 3 (three) business days prior to such disclosure (to the extent permissible in Law), and a reasonable opportunity, so that the Disclosing Party can obtain a protective order or the equivalent. In the absence of a protective order, the Receiving Party agrees to disclose only as much of the Confidential Information as strictly necessary in order to comply with the law, judicial or governmental order and take appropriate steps to ensure that the Confidential Information will be accorded confidential treatment.

4. **No Representation as to Accuracy.** No express or implied representation or warranty is made by the Disclosing Party as to its accuracy, reliability or completeness of the Confidential Information and does not purport to be all inclusive. Any representation or warranty concerning accuracy of Confidential Information shall be made only in subsequent definitive agreements, if any, which may be agreed to by the Parties.

5. **Expiration of Obligations.** The term of this Agreement shall be two (02) years ("Term") from the Effective Date, unless otherwise terminated by either Party giving a notice for a period not less than sixty (60) days. All obligations of confidentiality and restrictions for the use of Confidential Information under this Agreement shall remain in effect for a period of five (05) years from expiry or termination of the Term. Termination or expiry of the Agreement shall not relieve the Receiving Party of its confidentiality obligations as set forth in this clause and under this Agreement.

6. **Intellectual Property.** The Disclosing Party shall remain the sole and exclusive owner of the Confidential Information provided to the Receiving Party. Nothing in this Agreement shall be intended or construed as granting or conferring (implicitly or otherwise) any right, title, share, interest or license in any Confidential Information and including without limitation any intellectual property rights in whatsoever any manner.

7. **Return of Confidential Information.** The Receiving Party shall return or destroy at the Disclosing Party's written request or within 30 days' from the date of termination of this Agreement and certify the return or destruction of any and all physical and electronic Confidential Information and copies thereof. The returning or destroying of materials shall not relieve the Receiving Party from compliance with other terms and conditions of this Agreement. The Receiving Party shall ensure that any Representative to whom it has supplied/disclosed Confidential Information returns the same to the Receiving Party or Disclosing Party and complies with the obligations set forth in this clause. The Receiving Party shall confirm as soon as reasonably possible in writing to Disclosing Party, that the Receiving Party and its Representatives have complied with this clause.

8. **Obligations on Definitive Agreements.** Unless otherwise agreed by way of separate definitive agreements, neither the exchange of any information under this Agreement nor the signing of this Agreement shall create an obligation on either Party to perform any work or payment or enter into any other agreement or transaction with the other Party. Unless otherwise agreed, the terms of this NDA shall mutatis mutandis apply to sharing of any Confidential Information between the Parties pursuant to any other definitive agreements, as may be executed between the Parties in future.

9. **Breach of Confidential Information.** Receiving Party shall be solely responsible for any breach of this Agreement including without limitation, any improper use or disclosure by itself, its Representatives or any third party due to act, omission or negligence of the Receiving Party or its Representatives or any third party recipients. The Receiving Party shall immediately inform Disclosing Party about any breach or threatened breach of the confidentiality obligations under this Agreement for reasons attributable to the Receiving Party and take immediate remedial action to mitigate the potential damage to Disclosing Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. The parties agree and acknowledge that the very nature of this Agreement is such that any breach of the terms and conditions of this Agreement cannot necessarily be compensated adequately by financial damages alone, and as such Disclosing Party is entitled to seek equitable relief to restrain and/or prevent any threatened breach of any of the terms and conditions of this Agreement provided however, that such remedy(ies) shall not be deemed to be the exclusive remedy(ies) for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity. Any failure or delay in exercising any of its rights under this Agreement will not constitute a waiver of such rights unless waived in writing.

10. **Governing Law and Dispute Resolution**. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein, without regard to conflict of law principles. The Parties irrevocably and unconditionally agree that sole and exclusive jurisdiction over any claim, dispute, or difference arising out of or in connection with this Agreement including any question regarding its existence, validity, interpretation, performance, breach, or termination shall lie only and exclusively with the courts of competent jurisdiction at New Brunswick, to the absolute exclusion of all other courts, tribunals, or forums. The Parties further irrevocably waive any objection to the laying of venue or jurisdiction in such courts, including objections based on inconvenience of forum or otherwise.

11. Miscellaneous:

a. This Agreement, or any right or interest under this Agreement, may not be assigned or delegated without the Parties' prior written consent.
b. No alteration, consent, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in a writing signed by each of the Parties.
c. This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.
d. In the event, if any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto and shall remain in full force and effect to the extent permissible by law.
e. This Agreement may be executed in counterparts and shall come into effect when all Parties have executed such counterparts and delivered upon the other Party. Each such counterpart shall be deemed part of the original instrument, but all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE SET FORTH ABOVE.

FOR AV Group NB Inc.	**FOR .....**
Signature:	**Signature:**
Name :	**Name** : .....
Title :	**Title** : .....

Return signed CA to jfosgitt@landvest.com