



### **Details of Feed Cost Differential Program (FCDP or Program)**

Material supply chain issues involving dairy cattle feed grains have occurred due to recent flood and weather events rendering major highways and railways inaccessible or having their access significantly constrained.

During this time, companies that provide feed materials and nutrition services to dairy farms in the Fraser Valley and Vancouver Island regions of British Columbia have taken measures to source concentrates and to transport them to the region at a significant cost increase over what is typically experienced.

Further, in the spirit of cooperation and animal welfare, feed suppliers have agreed to share materials to the extent possible to ensure that all dairy farmers can feed their cattle to agreed-upon industry-wide levels and to avoid disparity between farms.

In response to these issues, the British Columbia Dairy Association (BC Dairy), the British Columbia Ministry of Agriculture, Food & Fisheries and all suppliers of dairy feed and materials operating in the Fraser Valley and Vancouver Island regions of British Columbia have collaborated to develop the temporary Feed Cost Differential Program. The goal of the Program is to ensure that BC dairy cattle are returned to full rations of dairy concentrates as soon as possible, and at no additional cost to BC dairy producers.

Under the Program, dairy farmers will pay their “normalized” price for feed materials delivered to their farms and the Program will compensate companies providing feed to dairy farmers, or dairy farmers who have sourced their own feed, for increased costs incurred between November 17<sup>th</sup>, 2021 and December 1<sup>st</sup>, 2021, as a result of sourcing grains at spot market prices, sourcing and using food quality grains to feed livestock, extraordinary trucking and logistics costs and other eligible expenses.

Any company selling concentrates / feed ingredients to dairy farms, or dairy farmers sourcing their own ingredients directly, in the Fraser Valley and Vancouver Island regions of British Columbia may be eligible for funding under this program.

BC Dairy will initially pay all costs associated with administering the Program, including initial reimbursement of eligible claims. BC Dairy will reconcile all Program costs and submit such costs to the Ministry for reimbursement, including all costs associated with funding claims under the Program.

The terms and conditions applicable to the FCDP and full eligibility details are set out in the Terms and Conditions attached as Schedule A. Any applicant wishing to participate in the Program will be subject to the Terms and Conditions and will be required to sign a written agreement acknowledging that they are so bound in the form attached as Schedule B.

BC Dairy gratefully acknowledges the financial support of the Province of British Columbia through the Ministry of Agriculture, Food and Fisheries.

## SCHEDULE A

### FEED COST DIFFERENTIAL PROGRAM - TERMS AND CONDITIONS

Program	<p>The Feed Cost Differential Program (<b>FCDP</b> or <b>Program</b>) has been developed by the British Columbia Dairy Association (<b>BC Dairy</b>) in partnership with the BC Ministry of Agriculture, Food &amp; Fisheries (<b>Ministry</b>).</p>
Interpretation	<p>Capitalized terms used in these Terms and Conditions are defined throughout.</p>
Representations and Warranties	<p>To participate in the Program, each Applicant must acknowledge and agree to be bound by these Terms and Conditions (and in the case of a partnership-Applicant, each partner must agree to be jointly and severally bound) by executing and delivering the acknowledgment attached as Schedule B.</p> <p>Each Applicant must represent and warrant that the individual executing and delivering the Claim application and providing supporting documentation on behalf of the Applicant is duly authorized to bind the Applicant.</p>
Program Management and Administration	<p>The Program will be generally managed by BC Dairy through Ben Janzen (email: <a href="mailto:benhj@shaw.ca">benhj@shaw.ca</a>; phone: (604) 855-8096) (<b>Program Manager</b>).</p> <p>Claims under the Program will be received, reviewed and assessed by MNP LLP through Dominic Tilbury (email: <a href="mailto:Dominic.Tilbury@mnp.ca">Dominic.Tilbury@mnp.ca</a>; phone: (604) 870-7405) (<b>Administrator</b>).</p>
Purpose	<p>The Program will provide funding for extraordinary costs associated with obtaining feed materials and nutrition services for dairy farms (<b>Eligible Expenses</b>) located in the Fraser Valley and Vancouver Island regions of British Columbia as identified on the diagrams attached as Schedule D (<b>Region</b>) due to recent flooding and weather events (<b>Events</b>).</p>
Event Period	<p>The Program will cover Eligible Expenses incurred by Suppliers and Farmers in the Region from November 17, 2021 to December 1, 2021, inclusive (<b>Event Period</b>).</p>
Eligible Expenses	<p>Eligible Expenses include raw material, logistics, staffing and transportation costs associated with receiving and distributing raw materials to dairy farms including staff overtime costs associated with trucking and logistics and at feed mills, but specifically exclude replacement of on-hand inventory. Further details as to determining and calculating Eligible Expenses are included below.</p>
Eligibility	<p>The Program is available to applicants in the Region who have incurred Eligible Expenses during the Event Period (<b>Applicants</b>) including any companies that provide feed materials and nutrition services to dairy farmers in the Region (<b>Suppliers</b>) or dairy farmers in the Region who have sourced their own feed (<b>Farmers</b>).</p>

Applications and Claims	<p>Applicants intending to apply for funding under the Program must have identified themselves to the Program Manager prior to December 16, 2021. The Program Manager may, in its sole discretion, accept Claims from Applicants who have not identified themselves by such date.</p> <p>All applications for claims under the Program (<b>Claims</b>) must be submitted directly to the Administrator together with all relevant supporting documentation, including an executed copy of the Acknowledgment at Schedule B and an executed copy of the non-disclosure agreement at Schedule C.</p> <p><b>All claims must be received by the Administrator no later than January 15, 2022.</b></p> <p>The Administrator may request from Applicants any additional documentation it deems necessary to assess and support a Claim.</p>
Program Manager to Determine Claims	<p>The Program Manager, in consultation with the Administrator, shall have sole discretion to determine eligibility, cause and validity of losses, to establish values and to approve or limit payments in respect of each Claim. There is no guarantee that any or all Claims will be reimbursed in full or at all.</p> <p>The Program Manager may impose limits on amounts payable under the Program (including limits on amounts payable on a Program-wide basis, total amounts payable to any particular Applicant and amounts payable in respect of any particular Claim).</p>
Confidentiality	<p>The Administrator and the Program Manager will sign non-disclosure agreements with each participating Applicant in respect of the Program in the form attached as Schedule C.</p>
Administrator	<p>The Administrator may, to the extent the Administrator deems necessary to administer the Program in the Administrator's sole discretion, assume the following responsibilities:</p> <ul style="list-style-type: none"> <li>- proactively contact Applicants and coordinate execution and collection of a standard non-disclosure agreement;</li> <li>- compile, review and assess data (volumes, costs and prices) received from four major feed mills specified by BC Dairy for the period of October 15 to November 15, 2021 to establish a baseline Normalized Cost (the "<b>Baseline</b>");</li> <li>- collect and assess information received from Applicants in support of Claims in accordance with agreed upon procedures (as determined by the Program Manager and the Administrator), including comparing Claims against the Baseline;</li> <li>- identify and notify the Program Manager of discrepancies and irregularities in respect of Claims or potentially false or misleading information received from Applicants; and</li> <li>- generally report to the Program Manager and to the Ministry in respect of the Program.</li> </ul>

## Calculating Eligible Expenses

Claims must be based on total Feed Cost Differential for product sold and delivered by Suppliers or sourced and purchased by Farmers in the Region during the Event Period.

It is expected that Suppliers and Farmers will have established “normalized relationships” under ongoing service arrangements existing prior to the Events. The prices established between the parties under these normalized relationships will be used to determine the parties’ pre-flood supply costs based on usual volumes, costs and prices (**Normalized Cost**).

In determining the Normalized Cost:

- Suppliers will determine their own finished feed pre-flood base cost per tonne of complete feed or mineral/vitamin supplement, based on the average full cost paid by dairy farmers for materials sold and distributed during the period of October 15 to November 15, 2021; and
- Suppliers selling straight processed ingredients will determine their own pre-flood base cost per tonne of ingredient, based on the average full cost paid by dairy farmers for materials sold and distributed during the period of October 15 to November 15, 2021.

Any Claims by Suppliers who increased prices during the Event period (**Increased Price**) must include a summary of such Increased Price, identified per tonne of complete feed or mineral/vitamin supplement or per tonne of ingredient, compared to the average price charged to dairy farmers for materials sold and distributed during the period of October 15 to November 15, 2021.

The Normalized Cost determined by each Applicant will then be compared on an individual basis to the Applicant’s average cost of product sold and delivered by Suppliers or sourced and purchased by Farmers in the Region during the Event Period (**Increased Cost**).

Applicants will be compensated for the differential between Normalized Cost and Increased Cost (**Feed Cost Differential**) based on how many tonnes of feed and/or feed ingredient has been sold and distributed to dairy farmers in the Region during the Event Period.

Each Applicant is expected to submit a Claim including calculations of Normalized Cost, Increased Cost and Feed Cost Differential and to provide to the Administrator all relevant supporting evidence in respect of such Claim (for periods before, during and after the Event) including:

- for each ration/ingredient (if multiple rations or ingredients were delivered to one farm during the period, include a separate entry for each of these), summaries of all invoices including:
  - o volume (tonnes of feed and/or feed ingredient sold and distributed to dairy farmers in the Region during the Event);
  - o price (paid by customer); and
  - o cost (summary of ingredient costs, ration/ingredient);
- where Claims include Eligible Expenses for delivery and freight costs, summaries of all invoices including:

- service provider (company or individual name and contact);
- date (service provided/invoiced); and
- cost (amounts invoiced); and
- where Claims include Eligible Expenses for staffing costs, summaries of all costs incurred including number of employees, hours worked and wages paid.

The Administrator may request from Applicants any additional information (for periods before, during and after the Event) it deems necessary to verify Claims, including:

- detailed inventory summaries; and
- schedules, books and records and/or other farm records including volume and livestock numbers.

The accuracy of Normalized Cost, Increased Cost and Feed Cost Differential claimed by an Applicant may be verified by the Program Manager by reviewing and reconciling such supporting documentation.

Any Claims for Eligible Expenses must exceed \$250.00 in the aggregate.

Suppliers may be eligible for reimbursement for costs associated with sharing materials with other Suppliers during the Event Period. To the extent practicable, such Suppliers should coordinate their Claims among themselves such that a single Claim is submitted by the Supplier who ultimately supplied materials to a dairy farm in the Region, with such Applicant then reimbursing funding among the sharing Suppliers.

The Program Manager may reject or adjust Claims if it determines, in its sole discretion, that an Applicant has implemented an Increased Price or that the Normalized Cost, Increased Cost or Feed Cost Differential claimed by an Applicant:

- are unreasonable or not reflective of prevailing market conditions;
- are not extraordinary or constitute a replacement of on-hand inventory;
- are potentially recoverable under insurance or other third-party loss payments to which the Applicant may be entitled,

or for any other reasons related to non-conformance of the Claim with the Program, as determined by the Program Manager in its sole discretion.

In rejecting, reducing or adjusting Claims, the Program Manager may consider such factors that it deems relevant to such analysis in its sole discretion, including reference to the Baseline, consideration of Normalized Cost and normalized relationships of the Applicant, comparison to Claims made by other Applicants under the Program, the amount of materials supplied to a dairy farmer during the Event Period compared with the ordinary operational supply needs of such dairy farmer, and any other factors the Program Manager may deem relevant, with or without consultation with the Administrator.

Verification and Declarations	<p>In verifying any information submitted by an Applicant in connection with a Claim, any of the Program Manager, Administrator and the Ministry may conduct on-farm inspections and review and consider an Applicant's books and records.</p> <p>Each Applicant agrees to provide the Program Manager and Administrator with full access to their farming operation, livestock, books and records and any other information required to verify a Claim.</p> <p>Each Applicant expressly authorizes the Program Manager, Administrator and/or the Ministry to obtain information from any federal, provincial or municipal government department, agency or other third party for any reason in connection with the Program.</p> <p>Each Applicant consents to the Program Manager, Administrator and/or the Ministry releasing any information provided by the Applicant or otherwise obtained in connection with a Claim to any federal, provincial or municipal government department, agency or other third party for any reason in connection with the Program.</p>
False or Misleading Information	<p>Any Applicant who provides false or misleading information to the Program Manager or Administrator for the purposes of the Program foregoes all rights to reimbursement of Claims or other payments, is liable to repay any and all payments they have received under the Program and may be subject to prosecution under applicable law.</p>
Payment	<p>All payments under the Program shall be subject to the following conditions:</p> <ul style="list-style-type: none"> <li>- the Project Manager will collect all electronic fund transfer and payment instructions in respect of each Applicant and will provide such information to BC Dairy, who will remit all funds for approved Claims through electronic fund transfer;</li> <li>- payments for approved Claims may be made to Applicants in multiple instalments at the sole discretion of BC Dairy; and</li> <li>- payments cannot be assigned or deferred to a subsequent tax year.</li> </ul>
Refunds and Overpayments	<p>If a payment is made to an Applicant and it is later determined by the Administrator or Program Manager that:</p> <ul style="list-style-type: none"> <li>- the Applicant was not eligible to participate in the Program;</li> <li>- the Applicant's Claim does not involve Eligible Expenses;</li> <li>- an overpayment was made in respect of the Applicant's Claim;</li> <li>- the Applicant has not complied with these Terms and Conditions;</li> </ul> <p style="padding-left: 20px;">or</p> <ul style="list-style-type: none"> <li>- the Applicant provided false or misleading information in connection with the Applicant, the Program or the Claim,</li> </ul> <p>then the Applicant will be responsible to repay such overpayment and any costs associated with investigating and collecting such overpayment, which will be considered as a debt owing by the Applicant to BC Dairy</p>

The Applicant agrees to refund any overpayments received from the Program back to BC Dairy within 30 days of notice being provided to them by the Program Manager or Administrator. An Applicant's failure to refund such overpayment may result in the debt for such amount being set off against money owed by BC Dairy to the Applicant. Any overpayment amounts unpaid after such 30 day period shall bear simple interest at a rate equal to 4% per annum and will be added to the principal amount of such debt.

Stacking of Assistance

The Applicant shall be responsible for disclosing all other sources of financial assistance received from any federal, provincial, or municipal governments or other third party in connection with the Event and the Program Manager may reject or reduce payments for Eligible Expenses having regard to the availability and amount of such financial assistance.

Debts to Government or Third Parties

The Program Manager may deduct from payments under the Program any amount due and owing by the Applicant to any federal, provincial, or municipal governments or other third party.

Appeals

Any decisions of the Program Manager in respect of a Claim will be final and binding upon an Applicant and neither BC Dairy, the Minister, the Program Manager nor the Administrator is obligated to review or consider any dispute by an Applicant in respect of such decision.

Notwithstanding the foregoing, any Applicant who wishes to object to a decision of the Program Manager may register such objection with, and provide any supporting documentation to, the Program Manager within 21 days of the date of payment, who may elect to review such objection at its sole discretion.

Changes to Program

The Program Manager may correct clerical or other errors or omissions made in the Terms and Conditions, or in other communications pertaining to the Program, and may make any resulting changes at its sole discretion and without prior notice.

Termination

The Program may be terminated or amended by BC Dairy at any time and for any reason, without prior notice.

Waiver of Liability

Each Applicant acknowledges that BC Dairy, the Minister, the Program Manager and the Administrator are not liable to the Applicant, or to any party related or associated with the Applicant in any manner, for any damage, injury, claim or loss whatsoever arising out of the Program and the Applicant's participation in the Program.

## Contacts

<b>Organization, Title</b>	<b>Name</b>	<b>Email</b>	<b>Telephone</b>
BC Dairy, General Manager	Jeremy Dunn	<a href="mailto:jdunn@bcdairy.ca">jdunn@bcdairy.ca</a>	(250) 649- 4411
Ministry, Agricultural Resource Division	Brent Barclay	<a href="mailto:brent.barclay@gov.bc.ca">brent.barclay@gov.bc.ca</a>	(250) 649- 4411
Program Manager (contracted by BC Dairy)	Ben Janzen	<a href="mailto:benhj@shaw.ca">benhj@shaw.ca</a>	(604) 855- 8096
MNP, Administrator	Dominic Tilbury	<a href="mailto:Dominic.Tilbury@mp.ca">Dominic.Tilbury@mp.ca</a>	(604) 870- 7405



**SCHEDULE B  
ACKNOWLEDGMENT BY APPLICANT**

The undersigned hereby:

- (1) acknowledges receipt of the Terms and Conditions applicable to the Feed Cost Differential Program (the “**Terms and Conditions**”);
- (2) confirms that the undersigned has read and understands the Terms and Conditions; and
- (3) agrees that the undersigned is bound by the Terms and Conditions in connection with the undersigned’s participation in the Feed Cost Differential Program.

The undersigned further confirms that [**check box that applies**]:

- the undersigned has submitted with MNP LLP, administrator of the Feed Cost Differential Program, a duly executed copy of the non-disclosure agreement in the form attached as Schedule C (the “**Non-Disclosure Agreement**”); or
- a duly executed copy of the Non-Disclosure Agreement is enclosed with this acknowledgment.

The undersigned acknowledges and agrees that, notwithstanding anything to the contrary in the Non-Disclosure Agreement, any information disclosed by the undersigned in connection with the Feed Cost Differential Program or otherwise obtained in connection therewith may be released to any federal, provincial or municipal government department, agency or other third party for any reason in connection with the Feed Cost Differential Program and the undersigned hereby expressly and irrevocably consents to such release. For certainty, to the extent there is any inconsistency between the Non-Disclosure Agreement and the Terms and Conditions, the Terms and Conditions (including this Schedule B) will govern.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BY:**

If an Individual: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Address Line 1  
\_\_\_\_\_  
Address Line 2

If a Business Entity: \_\_\_\_\_  
Name of Business Entity  
\_\_\_\_\_  
Signature of Authorized Signatory  
\_\_\_\_\_  
Print Name and Title of Signatory

*I confirm that I am authorized to execute and deliver this acknowledgment on behalf of the business entity.*

**SCHEDULE C  
NON-DISCLOSURE AGREEMENT**

This Agreement is dated as of \_\_\_\_\_, 2021 (the “**Effective Date**”)

AMONG:

\_\_\_\_\_

(Print legal name)

having an address at: \_\_\_\_\_

(Address)

Attention: \_\_\_\_\_

(Print name of contact person)

Email: \_\_\_\_\_

(which, together with any related or affiliated entities from time to time, are herein collectively called the “**Applicant**”)

AND:

MNP LLP, Administrator of the Program

(“**MNP**”)

AND:

BEN JANZEN, Program Manager of the Program

(“**Ben**”)

**WHEREAS:**

A. The Applicant is in the business of developing, manufacturing and selling animal feed and related products or is a farmer who self-sources feed from time to time;

B. Due to the recent flooding in the Fraser Valley of British Columbia, MNP and Ben (collectively, the “Recipient”) have been retained by the BC Dairy Association to develop, implement and operate an emergency feed cost relief program for farmers (the “Program”); and

C. The Recipient has requested that the Applicant participate in the Program and in order to do so it will be necessary for the Applicant to disclose to the Recipient certain confidential and proprietary information.

**THEREFORE**, in consideration of the Applicant agreeing to participate in the Program and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Recipient), the parties hereto, intending to be legally bound, covenant and agree as follows:

1. **DEFINITION OF CONFIDENTIAL INFORMATION**

1.1 For the purposes of this Agreement, "Confidential Information" means **all information** (whether or not patentable or protectible by copyright, industrial design, trademark or otherwise) disclosed by the Applicant to the Recipient or to which the Recipient otherwise receives access from the Applicant or the Applicant's employees or agents or through the Applicant's facilities or resources, including without limitation the following:

- (a) All technology, know-how, data, pricing and supply cost information, trade secrets and/or other information relating to the Applicant's current and/or proposed products, including without limitation the Applicant's research, products, feed formulas, services, costs and purchasing information, pricing and pricing policies, sales volumes, compilations, techniques, inventions, test results, source code, algorithms, processes, designs, drawings, marketing and business plans and strategies, and budgets and other financial statements and information;
- (b) Customer names and information and employee, customer, supplier, and distributor data;
- (c) All other information disclosed by the Applicant to the Recipient; and
- (d) Notes, copies and summaries, in any media, of any of the foregoing,

regardless of whether or not such information is provided verbally or is fixed in any tangible medium of expression of any kind, including written, graphic, electronic or any other format.

1.2 Notwithstanding the foregoing, the provisions of this Agreement shall not apply to, and Confidential Information shall not include, any information which:

- (a) The Recipient can establish, by written documentation (the authenticity of which can be verified) or by other admissible evidence, was known to the Recipient without restriction prior to disclosure by the Applicant or was independently developed by the Recipient; or
- (b) Now or hereafter comes into the public domain without misappropriation, breach of contractual or fiduciary obligation or infringement or through no fault of the Recipient or anyone for whom the Recipient is responsible; or
- (c) Is disclosed to the Recipient without restriction on disclosure by a third party who has the lawful right to make such disclosure to the Recipient; or
- (d) Is required by operation of applicable law to be disclosed by the Recipient,

provided, however, that the Applicant is given reasonable advance notice of the intended disclosure and reasonable opportunity to challenge such legal requirement(s) by seeking a protective order or taking other appropriate action. If requested by the Applicant, the Recipient will exercise commercially reasonable efforts to assist the Applicant in obtaining a protective order or other reliable assurance that such disclosure will be limited to the extent permitted by applicable law, and that confidential treatment will be accorded to any Confidential Information required by applicable law to be disclosed. Without limiting the generality of the foregoing, the Recipient will forthwith provide written notice to the Applicant of any freedom of information requests made in relation to any Confidential Information under the *Freedom of Information and Protection of Privacy Act* (British Columbia).

**2. OWNERSHIP, NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION**

2.1 All Confidential Information is and shall continue to be the exclusive property of the Applicant. This Agreement is not intended to and does not grant, expressly or by implication, any right or license to any intellectual property right or similar proprietary right of any kind that the Applicant may possess.

2.2 The Recipient acknowledges and agrees that title to and ownership of Confidential Information shall remain with the Applicant, and that Confidential Information disclosed under this Agreement is confidential and proprietary and may constitute valuable trade secret information of the Applicant.

2.3 The Recipient will not copy, transmit, reproduce, summarize, quote, publish, disseminate, allow access to or disclose any Confidential Information, directly or indirectly, to any third person or entity without the express written consent of the Applicant (which consent may be arbitrarily withheld). The Recipient agrees not to use any of the Confidential Information for its own use or for any other purpose except as is reasonably required in relation to the development, implementation and operation of the Program.

2.4 The Recipient agrees to exercise the highest degree of care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure, and further agrees to take all reasonable steps necessary to ensure the maintenance of confidentiality. The Recipient will limit disclosure of Confidential Information only to those of its employees, directors, officers, agents, counsel or consultants who have a need to know it for the purpose of the Program and who are bound by an obligation of confidentiality no less onerous than as set out herein.

2.5 Without limiting any of the foregoing, the Recipient will prevent any and all disclosure and any and all use of Confidential Information not expressly authorized by this Agreement.

**3. RETURN OF CONFIDENTIAL INFORMATION AND MATERIALS**

3.1 The Recipient will deliver to the Applicant promptly upon request all documents, copies thereof and all other materials, in whatever medium or format, in the Recipient's possession or under the Recipient's power or control containing or relating to any Confidential Information, and thereafter will promptly return all documents, copies thereof and all other materials, in whatever medium or format, containing or relating to any Confidential Information that come into the Recipient's possession or under the Recipient's power or control. In the alternative, but only if so directed by the Applicant, the Recipient will destroy as many or all of such documents, copies thereof and other materials as the Applicant directs, and the Recipient will furnish proof of such destruction to the full satisfaction of the Applicant (acting reasonably).

4. **REMEDIES**

4.1 In addition to any and all other rights and remedies to which the Applicant is or may be entitled under this Agreement or otherwise at law or in equity:

- (a) The Recipient acknowledges and agrees that any breaches of this Agreement by the Recipient or anyone for whom the Recipient is responsible would cause the Applicant to suffer irreparable harm for which damages would not be an adequate remedy, and, therefore, the Recipient agrees that in the event of any and all breaches or threatened breaches by the Recipient of any of the provisions of this Agreement, the Applicant will be entitled to an interim injunction, interlocutory injunction, and permanent injunction, without the necessity of proof of actual damages, in order to prevent and restrain any and all such breaches and threatened breaches by the Recipient; and
- (b) The Recipient will indemnify and save harmless the Applicant from and against any and all losses, damages, liabilities, expenses and costs (including without limitation any and all legal costs on a solicitor-and-client basis) suffered or incurred by the Applicant resulting directly or indirectly from any and all misrepresentations or breaches of warranty, covenant or agreement set forth in this Agreement by the Recipient or anyone for whom the Recipient is responsible.

5. **NOTICE**

5.1 Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering by hand or courier service, sending by e-mail, or sending by prepaid registered mail such notice to the address or e-mail address first above stated of the party hereto for which such notice is intended, or to such address or e-mail as any party hereto may specify by notice in writing to the others in accordance with this provision. Any such notice will be deemed to have been effectively given as follows:

- (a) If sent by e-mail or delivered, the date on which such notice was delivered or successfully sent by e-mail;
- (b) If sent by prepaid registered mail, the fifth day after posting; but if at the time of posting or between the time of posting and the fifth day thereafter there is a strike, lockout, act of God or other material disturbance affecting postal service, then such notice will not be effectively given until actually delivered.

6. **GENERAL**

6.1 Should there be a disagreement or a dispute between the parties hereto with respect to this Agreement, the interpretation thereof, or any matter arising pursuant hereto, the same will be referred to a single arbitrator pursuant to the *Arbitration Act* (British Columbia), and the determination of such arbitrator will be final and binding upon the parties hereto. This Clause will be deemed to be a submission to arbitration in accordance with the *Arbitration Act*.

This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for the benefit of the Applicant thereafter. For greater certainty, the Recipient's obligations and liabilities under this Agreement will in every case survive the termination of any discussions or negotiations, the Program and/or this Agreement for any reason.

6.2 The Recipient acknowledges and agrees that this Agreement in no way detracts from or limits the power of the Applicant to otherwise deal with its Confidential Information in any manner whatsoever.

6.3 The provision of Confidential Information to the Recipient will be at the sole discretion of the Applicant, and nothing in this Agreement will obligate the Applicant to disclose, or grant access to, any particular Confidential Information to the Recipient.

6.4 The Recipient will not use any Confidential Information except as set forth in this Agreement, and the Recipient acknowledges and agrees that all information is provided "as is, where is", and without any warranty, whether express or implied, as to its accuracy or completeness.

6.5 This Agreement shall not be assigned by the Recipient without the prior written consent of the Applicant, which consent may be arbitrarily withheld. The Applicant shall have the right to transfer this Agreement, and assign all of its rights and delegate all of its obligations hereunder, to any successor of the Applicant by way of merger or consolidation or in connection with the sale or transfer of substantially all of the Applicant's business and assets.

6.6 The failure of a party hereto to exercise any right, power or other advantage pursuant to this Agreement or to insist upon the strict compliance with the provisions of this Agreement, is not, and is not deemed to be a waiver of any of the provisions of this Agreement in respect of any subsequent or continuing breach of this Agreement, nor a waiver of the right to acquire strict compliance with all provisions of this Agreement.

6.7 Time is of the essence of this Agreement.

6.8 No subsequent alteration, amendment, change, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the parties hereto.

6.9 Each of the parties hereto will cooperate with each other in good faith to the fullest extent to give effect to the intent and meaning of this Agreement and will execute and deliver such further assurances and other documents and instruments and do such further acts and things as may be necessary or desirable to effect the purposes and carry out the full intent and meaning of this Agreement.

6.10 If any provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law, equity or public policy, then such provision will be severed from and will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. All other provisions of this Agreement will, nevertheless, remain in full force and effect and no provision will be deemed dependent upon any other provision unless so expressed in this Agreement.

6.11 This Agreement is governed by and is to be construed in accordance with the law of British Columbia and the law of Canada applicable in British Columbia, and the parties hereto attorn to the jurisdiction of the courts of competent jurisdiction of British Columbia in any and all proceedings hereunder.

6.12 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6.13 Delivery of an executed copy of this Agreement by any form of electronic communication producing a printed copy will be deemed to be execution and delivery of this Agreement on the date of such communication by the party so delivering such copy. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

**IN WITNESS WHEREOF** the parties hereto have entered into this Agreement as of the Effective Date.

_____	)	<b>MNP LLP</b>
<b>APPLICANT (Print Name)</b>	)	
PER:	)	PER:
_____	)	_____
Authorized Signatory	)	Authorized Signatory
SIGNED, SEALED and DELIVERED in the presence of:	)	
_____	)	
Signature of Witness	)	
_____	)	_____
Name of Witness	)	<b>BEN JANZEN</b>
_____	)	
Address of Witness	)	
_____	)	
Occupation of Witness	)	

**SCHEDULE D  
REGION MAPS**

