

BDO Canada Limited
20 Wellington Street East
Suite 500
Toronto, ON M5E 1C5
Attention: Brad Newton

Re: D.M. Robichaud Associates Ltd. (“Company”)

To prepare and provide to BDO Canada Limited, in its capacity as the Court-appointed interim receiver (the “**Receiver**”) of the Company a proposal for the purchase of certain assets of the Company, we understand that the Receiver will provide us and our affiliates, partners, directors, officers, employees, agents, professional advisors or consultants (collectively, our “**Representatives**”) with information concerning the Company which will be of a confidential nature. In particular, we will have access to information, which may be in paper or electronic form, as well as a visual and physical inspection of the Assets, including, but not limited to, equipment, supplies and vehicles.

In consideration of the Receiver providing such information and access to the undersigned, we agree as follows:

1. “**Confidential Information**” in this agreement shall include all communications and disclosure, whether visual, written or oral, of any kind whatsoever relating to the Assets of the Company or its affiliates between the Receiver and our Representatives, including without limitation and any or all data, reports, interpretations, forecasts, analyses, customer and supplier information, cost of sales or other sales information, contracts, invoices, equipment lists, vehicle registrations, employee information, or other materials, whether in electronic form or paper copies, prepared or acquired by us or our Representatives. Confidential Information, however, will not include information which is or may be published or become available within the public domain, provided that disclosure in the public domain was not as a result of a breach of this agreement by us or our Representatives.
2. In consideration of the Receiver providing us or our Representatives with Confidential Information, we agree that we and our Representatives:
 - (a) will keep the Confidential Information in strict confidence;
 - (b) will not use the Confidential Information in any manner whatsoever, in whole or in part, other than in connection with the preparation of a proposal or offer to the Receiver for the proposed purchase, assignment or transfer of assets of the Company;
 - (c) will not make any copies of the Confidential Information without the express written consent of the Receiver; and,
 - (d) will not disclose to any person (including, without limitation, the customers or suppliers of the Company) any Confidential Information, that the Confidential

Information has been made available to us, or that we are preparing an offer to purchase the assets of the Company.

3. We agree that we will advise each of our Representatives of this agreement and of its terms, and request that each of them acknowledge in writing they agree to be bound by such terms. In any event, we will be responsible for any breach of this agreement by our Representatives, in addition to any remedies that the Receiver may have against the Representatives jointly and severally.
4. In the event that we or any of our Representatives who have received or become aware of any Confidential Information are required by law to disclose any Confidential Information, we will provide the Receiver with prompt written notice of any such requirement so that the Receiver may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this agreement. We will not oppose action by the Receiver to obtain an appropriate protective order or other remedy. In the event that either such protective order or other remedy is not obtained or that the Receiver waives compliance with the provisions of this agreement, we will disclose only that portion of the Confidential Information which we are obliged at law to disclose to the appropriate parties.
5. We hereby indemnify and hold harmless the Receiver, and their respective affiliates, directors, partners, officers, employees, agents, professional advisors, or consultants from any and all losses or damages (including, without limitation, legal costs) which are incurred directly or indirectly as a result of the unauthorized disclosure or use of the Confidential Information by us or any of our Representatives.
6. The Confidential Information, together with any copies thereof, will be returned to the Receiver or destroyed upon the request of the Receiver and neither we nor our Representatives will retain any copies or extracts thereof. We will confirm upon delivery of any offer to purchase any assets of the Company, or upon the Receiver's notice that the time within which such an offer is to be made has expired, that the Confidential Information in our possession has been returned or destroyed. Upon the request of the Receiver, we will confirm that we have destroyed or returned the Confidential Information.
7. We acknowledge, confirm and agree that:
 - (a) this agreement shall enure to the benefit of and be binding upon us and our respective successors and permitted assigns;
 - (b) the Receiver acts in its capacity as the Court-appointed receiver of the Company and shall have no personal or corporate liability under this agreement;
 - (c) the Receiver has not verified the accuracy of any of the Confidential Information and neither the Receiver, nor any of its officers, directors, advisers, agents, employees or legal representatives, has made any representation or warranty (express or implied) respecting the Confidential Information and shall have no responsibility or liability whatsoever or howsoever arising in respect of any

Confidential Information or any other information supplied hereunder or of the accuracy or completeness thereof or of any other matter concerning the Company or that such information will remain unchanged. We must make our own independent assessment of the assets of the Company, and rely on our own judgment in reaching any conclusions respecting the assets of the Company, the contemplated purchase of the assets of the Company and the Confidentiality Information and the Receiver shall have no responsibility or liability for any reliance we may place on the Confidential Information;

- (d) any documents or information (whether confidential or otherwise) made available to us for the purpose of evaluating the assets of the Company do not and will not constitute an offer or invitation or form the basis of any contract and no interest, licence or any right in respect of the Confidential Information, other than expressly as set out herein, is granted to us under this agreement, by implication or otherwise. Nothing in this agreement or otherwise obligates the Receiver to make any Confidential Information or disclosure available to us and the Receiver shall be entitled at any time to decline to provide or to continue to provide any Confidential Information to us;

The Receiver is not under any obligation to reimburse any costs and expenses which we or our Representatives may incur in connection with the discussions relating to the contemplated purchase or the review of Confidential Information save as may be expressly agreed in writing.

- (e) the provisions of this agreement are of a special and unique nature, the breach of which shall cause a loss which cannot be accurately compensated for in damages through an action at law, and that the material breach or threatened breach of the provisions of this agreement by us or any of our Representatives would cause the Receiver irreparable harm and that money damages would not be an adequate remedy for any uncured material breach or threatened breach of the provisions of this agreement by us or any of our Representatives;

We hereby agree on behalf of ourself and our Representatives that the Receiver shall be entitled to equitable relief, including, without limitation, an injunction or injunctions (without the requirement of posting a bond, other security or any similar requirement or proving any actual damages), to prevent material breaches or threatened breaches of this agreement by us or any of our Representatives and to specifically enforce the terms and provisions of this agreement, this being in addition to any other remedy to which the Receiver is entitled at law or in equity.

8. We agree that this agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and shall remain in full force for a period of two (2) years from the date hereof.

DATED this __ day of _____, 2019

[COMPANY NAME]

Per: _____

Name:

Title: