

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**  
(“Agreement”)

BETWEEN:

**The Debtor in the *Bankruptcy and Insolvency Act* Proposal Proceeding having Ontario  
Superior Court of Justice Court File No. CV-26-00035949-00OT, Estate No. 35-3311888**

(hereinafter, the “Company”)

- and -

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(hereinafter, the “Recipient”)

WHEREAS:

- A. On December 16, 2025, the Company initiated proceedings (the “**Proposal Proceedings**”) under the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3 (the “**BIA**”) by filing a Notice of Intention to Make a Proposal pursuant to subsection 50.4(1) of the BIA. BDO Canada Limited was appointed as the proposal trustee of the Company in the Proposal Proceedings (in such capacity, the “**Proposal Trustee**”).
- B. On January 30, 2026, the Ontario Superior Court of Justice (the “**Court**”) granted, *inter alia*, an order (the “**Sale Process Order**”) approving, among other things, a sale and investment solicitation process (the “**SISP**”) in respect of all of the assets, undertakings and properties (collectively, the “**Property**”) and/or business (the “**Business**”) of the Company.
- C. Per the terms of the Sale Process Order, the SISP is being conducted by the Proposal Trustee and BDO Transaction Advisory Services Inc., the latter in its capacity as advisor to the Proposal Trustee and the Company in connection with the SISP (in such capacity, the “**SISP Advisor**”).
- D. Pursuant to the Interest Parties, Delivery of Confidential Information Package section of the SISP, any party that is interested in participating in the SISP must provide, among other things, an executed non-disclosure agreement with the Company in form and substance satisfactory to the Proposal Trustee, in their sole discretion, as a condition to such participation in the SISP.
- E. The undersigned wishes to participate in the SISP and, in connection therewith, have requested access to Confidential Information for purpose of determining its potential interest in submitting an offer to purchase the Property and/or the Business of the Company (the “**Permitted Purpose**”). The undersigned understands and agrees that the Proposal Trustee and Company is willing to provide it with the Confidential Information, but only

on the condition that the undersigned provides the covenants, warranties and undertakings set out in this Agreement with respect to the Confidential Information.

**FOR GOOD AND VALUABLE** consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **“Confidential Information”** means all information, data, documents, agreements, files, or other material, other than Excluded Information, in whatever form (whether written, electronic or oral), which is disclosed to or otherwise made available to, or obtained by, the Permitted Persons by, from, or on behalf of the Company, directly or indirectly, including through the Proposal Trustee, the SISP Advisor, or that otherwise comes into the knowledge or possession of the Permitted Persons, on or after the date of this Agreement, in connection with or relating to the SISP, the Company or any potential transaction, including, without limitation: (i) any trade secrets; (ii) technical, financial or business information, or data of the Company; (iii) customer information; (iv) any summaries, notes, work papers or other documents prepared by the Permitted Persons to the extent they contain, reflect or are based upon any Confidential Information; (v) any information in respect of, or relating to, the Company posted into a virtual data room as part of the SISP; and (vi) the fact that Confidential Information has been disclosed to the Permitted Persons or that the parties are considering, discussing or negotiating a potential transaction. Without limiting the foregoing, **“Confidential Information”** is deemed to include the existence and terms of this Agreement.
2. **“Excluded Information”** means information that: (i) at the time of disclosure to the Permitted Persons is publicly available; (ii) after disclosure to the Permitted Persons becomes generally available to the public by publication or otherwise through no breach of this Agreement by the Permitted Persons; (iii) is disclosed to the Permitted Persons from a source other than the Company, the Proposal Trustee, the SISP Advisor, or any of its or their respective representatives, if such source was not disclosing the information to the Permitted Persons in breach or violation of a confidentiality agreement with the Company, the Proposal Trustee, the SISP Advisor, or any of its or their respective representatives, or any other contractual, legal or fiduciary obligation of confidentiality with respect to such information to the extent known by the Permitted Persons following reasonable inquiry, or (iv) the Permitted Persons can demonstrate, through written records, was independently developed by it who did not have any access to, or the benefit of, the Confidential Information.
3. The undersigned acknowledges and agrees that the Confidential Information contains sensitive confidential business information about the Company. The undersigned acknowledges that unauthorized use or disclosure of the Confidential Information will cause substantial and irreparable damage to the Company and its stakeholders.
4. The undersigned acknowledges and agrees that the Company and the Proposal Trustee will provide the Confidential Information to it solely for the Permitted Purpose. The undersigned covenants and warrants that it and any **“Permitted Persons”** (which term shall collectively include any and all of the undersigned’s officers, professional counsel, directors, agents, employees, capital providers, consultants or other representatives or

persons who the undersigned reasonably requires have access to all or some of the Confidential Information strictly to the extent necessary for the Permitted Purpose, and to whom Confidential Information is so provided by the undersigned) shall not use the Confidential Information for any purpose other than the Permitted Purpose and shall not disclose to any third party the fact that any Confidential Information has been provided to the undersigned or Permitted Persons. For greater certainty, the undersigned and the Permitted Persons shall not use the Confidential Information in carrying on their business or that of any affiliate, as defined in the *Securities Act* (Ontario), and will not disclose the Confidential Information to any other person, firm, corporation or organization without the Proposal Trustee's prior written consent. In the case of "controlled goods" as defined in the *Defense Production Act* (Canada) and as subject to such Act and the accompanying *Controlled Goods Regulations*, "Permitted Persons" will be limited to those individuals allowed access to controlled goods under such legislation.

5. The Confidential Information shall be kept strictly confidential by the Recipient and its Permitted Persons and will not be used by the Recipient or its Permitted Persons for any other purpose other than for the Permitted Purpose.
6. For greater certainty, but without limiting its covenant and warranty to keep the Confidential Information confidential, the undersigned shall take all reasonable steps to prevent the disclosure of the Confidential Information, by ensuring that:
  - (a) only Permitted Persons shall have access thereto, and they shall be instructed and required to treat the Confidential Information as confidential;
  - (b) proper and secure storage is provided for all written Confidential Information or any Confidential Information which is stored on any computer or data retrieval system;
  - (c) the undersigned shall not make, permit or cause to be made copies of the Confidential Information, other than for the Permitted Purpose and subject to the terms herein; and
  - (d) the undersigned shall not disclose to any person other than the Permitted Persons, for any reason whatsoever, the Confidential Information or any matter or discussion in respect of the Confidential Information, unless:
    - (i) disclosure is required under federal or provincial law;
    - (ii) any regulatory body having jurisdiction requires disclosure; or
    - (iii) disclosure is required to be made by the undersigned pursuant to due legal process.
7. In the event that the undersigned or any Permitted Person becomes legally compelled to disclose any of the Confidential Information, the undersigned shall, to the extent legally permitted, provide the Proposal Trustee, the SISP Advisor and the Company with prompt written notice so that they may seek a protective order or other appropriate remedy and/or

waive compliance with the provisions of this Agreement. In the event that either such protective order or other remedy is not obtained or the Proposal Trustee, the SISP Advisor or the Company waive compliance (in writing) with the provisions of this Agreement, the undersigned shall provide only that portion of the Confidential Information which is legally required and shall exercise commercially reasonable efforts to obtain reliable assurance that the Confidential Information will be treated as confidential.

8. In addition to its other obligations under this Agreement, the Recipient and its Permitted Persons acknowledges that a portion of the Confidential Information may include:
  - (a) “personal information” as defined in the *Personal Information Protection and Electronic Documents Act* (Canada), or any similar defined term in any legislation of comparable intent of that or any other jurisdiction which from time to time may apply; or
  - (b) “Controlled Goods” as defined in the *Defense Production Act* (Canada) and as subject to such legislation and the accompanying *Controlled Goods Regulations*;

and agrees that any use by the Recipient and its Permitted Persons of such personal information or controlled goods shall be solely for the Permitted Purpose and in compliance with such legislations.

9. Upon joint request from the Proposal Trustee and the Company, the undersigned will promptly destroy or return to the Company all Confidential Information, any copies thereof, and all notes, correspondence, documents or other records relating to the Confidential Information in the undersigned’s possession. The destruction, by the undersigned, of any Confidential Information shall not affect any of its obligations hereunder.
10. Upon joint request from the Proposal Trustee and the Company, the undersigned will promptly destroy or return to the Company all information relating to items designated as Controlled Goods and shall identify any additional parties that may have accessed or reviewed information relating to items that are designated as Controlled Goods, any copies thereof, and all notes, correspondence, documents or other records relating to the Controlled Goods in the undersigned’s possession. The destruction, by the undersigned, of any Controlled Goods shall not affect any of its obligations hereunder.
11. Neither the Proposal Trustee, the SISP Advisor, nor the Company shall be deemed to have made any representation or warranty, whether express or implied, as to the accuracy or completeness of the Confidential Information. The undersigned agrees that neither the Proposal Trustee, the SISP Advisor, nor the Company will have any liability, direct or indirect, to the undersigned or any Permitted Persons relating to or resulting from the Confidential Information or the use by the undersigned of, or reliance on, the Confidential Information, errors in the Confidential Information, or omissions from the Confidential Information.
12. The undersigned understands and agrees that the Confidential Information is being disclosed or made available to it and its Permitted Persons “As Is” and that no Person,

including the Company, the Proposal Trustee, the SISP Advisor, and their respective representatives, shall be liable to the Permitted Persons in any way pertaining to the Confidential Information, including with respect to any errors or omissions in the Confidential Information disclosed under this Agreement or any reliance upon or use of the Confidential Information by the Permitted Persons.

13. It is understood that this Agreement does not require the Proposal Trustee, the SISP Advisor or the Company to enter into any further definitive agreement or to disclose any particular information to the undersigned.
14. It is understood that this Agreement does not grant any intellectual property rights in the Confidential Information to the undersigned and does not grant the undersigned with any rights in or to the Confidential Information, except as specifically provided herein or the Sale Process Order.
15. The undersigned acknowledges and accepts the terms of SISP as approved by the Court and as attached at **Appendix "A"** hereto. This acknowledgment is a prerequisite for participation in the SISP. The undersigned agrees to immediately provide the Proposal Trustee, the SISP Advisor and the Company with written notice of any actual or possible breach of the terms of this Agreement or unauthorized disclosure or use of the Confidential Information.
16. The undersigned acknowledges that a transaction, if it proceeds, will be subject to and conditional on approval of the Court in the Proposal Proceedings, and it will be necessary in order to obtain such Court approval for the Company or Proposal Trustee to disclose information that is sufficient to address the factors required by the Court to be considered under the BIA and otherwise satisfy the Court that a transaction should be approved. The undersigned hereby consents to any such disclosure by the Company or the Proposal Trustee to the Court.
17. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be sent by email to the following addresses:

- (a) in the case of the Proposal Trustee, as follows:

BDO Canada Limited, in its capacity as Proposal Trustee of the  
Company

Attention: Matthew Marchand and Martin Chan  
Email: mmarchand@bdo.ca and mchan@bdo.ca

With a copy to:

Aird & Berlis LLP, in its capacity as counsel to the Proposal Trustee of  
the Company

Attention: Kyle Plunkett and Cristian Delfino

Email: kplunkett@airdberlis.com and cdelfino@airdberlis.com

(b) in the case of the Company, as follows:

Borden Ladner Gervais LLP in its capacity as Counsel of the Company

Attention: Sam Babe and Nick Hollard  
Email: sbabe@blg.com and nhollard@blg.com

(c) in the case of the SISP Advisor, as follows:

BDO Canada Transaction Advisory, in its capacity as the SISP Advisor

Attention: Michael Morrow and Salman Virani  
Email: mmorrow@bdo.ca and svirani@bdo.ca

(d) in the case of the undersigned, as follows:

(Name – Company or First and Last)

\_\_\_\_\_

(Street/RR/PO Box No., Suite/Unit No.)

\_\_\_\_\_

(City/Town)

(Province)

\_\_\_\_\_

(Postal Code)

\_\_\_\_\_

Attention:

Telephone:

Email:

Any notice by email shall be deemed to have been received on the date the email was sent. Either the Proposal Trustee or the undersigned may change its address for service of notice or the person to whom such notice shall be directed from time to time by notice given in accordance with the foregoing.

18. The undersigned agrees that it shall not and may not assign this Agreement or any of its rights hereunder, either in whole or in part.
19. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (and, if applicable, the federal laws of Canada) without regard to conflict of laws principles. Each of the Proposal Trustee, the Company, and the undersigned hereby irrevocably attorn to the jurisdiction of the Court in the Company's Proposal Proceedings with respect to this Agreement.
20. The undersigned acknowledges that any breach of this Agreement would cause serious and irreparable damage and harm to the Company and its stakeholders, and that remedies at law would be inadequate to protect against breach of this Agreement. Therefore, the undersigned agrees in advance to the granting of injunctive relief in favour of the Proposal Trustee and/or the Company for any breach or reasonably anticipated breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages, in addition to any other remedy to which the Proposal Trustee and/or the Company would be entitled.
21. Any unauthorized disclosure or use of Confidential Information by Permitted Persons will be deemed to have been by the undersigned, and the undersigned will be responsible and liable for any breach of this Agreement by Permitted Persons as though it was its own.
22. This Agreement will remain in effect until the date that is two (2) years from the date that either party, by notice in writing, terminates negotiations with respect to the SISP (the "**Termination Date**").
23. The undersigned agrees that it, any affiliates (as defined in the *Business Corporations Act* (Ontario)), and its Permitted Persons (together, the "**Covered Entities**") shall not, prior to the Termination Date, solicit, employ or retain or engage on a consulting or advisory basis or otherwise, any director, officer, employee or contractor of the Company, without the prior written consent of the Company; provided, that the Covered Entities shall not be precluded from hiring any person (a) who responds on his or her own volition, without any overt or tacit encouragement by the Covered Entities, to a general solicitation or advertisement not targeted specifically at employees of the Company; (b) who contacts the Covered Entities on his/her own initiative without any direct or indirect solicitation or encouragement from the Covered Entities, other than any general solicitation or advertisement; (c) whose employment with the Company is terminated by the Company; or (d) with whom the Covered Entities have not had any contact or of whom the Covered Entities have not become aware of based on the Confidential Information.
24. The undersigned agrees that neither it, nor any of its affiliates will, directly or indirectly, use the Confidential Information to solicit, induce, encourage or otherwise cause any of the Company's customers, suppliers, manufacturers, distribution partners, clients, advertisers, marketing representatives, investors, lenders, advisors, consultants, or any party with whom the Company or its affiliates have a commercial or business relationship (contractual or otherwise), to alter, change, modify, cancel, discontinue, limit or refrain from entering into any commercial or business relationship (contractual or otherwise) with the Company

or its affiliates, without the Company's express prior written consent; nor will the undersigned or any of its affiliates use the Confidential Information to solicit or attempt to initiate a new business relationship, or modify the terms of an existing business relationship, with any such customer, supplier, manufacturer, distribution partner, client, advertiser, marketing representative, investor, lender, advisor or consultant.

25. This Agreement shall not confer any rights or remedies upon any other third party other than the Company, the SISP Advisor and the Proposal Trustee.
26. This Agreement shall ensure to the benefit of the Company and any purchaser, or purchasers, of the whole or any part of the Property and/or Business, and their respective representatives and assigns, and shall be binding upon the undersigned and its heirs, executors, administrators, legal personal representatives, successors and permitted assigns.
27. The undersigned agrees and represents and warrants to the Company and the Proposal Trustee that the execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the undersigned's part and that the individual(s) signing this Agreement on its behalf are duly authorized to do so.
28. The undersigned acknowledges and agrees that it has had the opportunity to obtain independent legal advice as to the terms and conditions of this Agreement and has either received same or expressly waived its right to do so.
29. Failure to enforce any provision of this Agreement will not constitute a waiver of any term hereof.
30. If any provision of this Agreement is deemed void by law, the remaining provisions will continue in full force and effect.
31. With the exception of the terms of the Sale Process Order related to confidentiality, this Agreement constitutes the entire agreement between the undersigned and the Proposal Trustee with respect to the subject matter hereof and supersedes all prior agreements and or discussions relating to the subject matter hereof. This Agreement may only be amended by further written agreement between the parties.
32. This Agreement may be signed by original, facsimile or email PDF in one or more counterparts and upon execution in counterparts by each party to this Agreement; such counterparts together will constitute an original of this Agreement, and execution and delivery by facsimile or email PDF will be legally binding upon the parties.

*[Signature page follows.]*



Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

OR

\_\_\_\_\_  
(Signature of Person – Individual)  
Name:

\_\_\_\_\_  
(Name of Corporation)  
Per:

\_\_\_\_\_  
(Signature of Witness – Individual)  
Name:

\_\_\_\_\_  
(Signature of an Authorized Officer)  
Name:  
Title:

I have the authority to bind the corporation

**Appendix A**  
**Procedures**

Sale and Investment Solicitation Process for the Company

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