

PRIVATE & CONFIDENTIAL

Bidders Address:

Re: Confidential Information with respect to 10268054 Canada Corp. (the “Debtor”)

In accordance with the terms of the Sale Process approved by the Ontario Superior Court of Justice (Commercial List) on January 22, 2021 (the “**Sale Process**”) you have requested access to certain due diligence and other materials and information relating to the business and assets of the Debtor (the “**Assets**”), which may include (but is not limited to) information and materials in respect of the business operations, financial results, and technical data or specifications of the Assets (collectively, the “**Evaluation Material**”), for the sole purpose of evaluating your interest in purchasing some or all of the Assets (the “**Purpose**”). Access to the Evaluation Material is to be coordinated by BDO Canada Limited, in its capacity as the Court-appointed Receiver of the Debtor (the “**Receiver**”) in the receivership proceedings (the “**Receivership Proceedings**”).

In consideration of the Receiver providing you access to the Evaluation Material, you covenant and agree:

- to keep and maintain the Evaluation Material in strict confidence regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic or other form. “**Evaluation Material**” does not include information that: (a) was or becomes generally available to the public or to you on a non-confidential basis through no fault or breach of this agreement on your part or on the part of any of your directors, officers, employees, consultants, potential investors and advisors (including investment bankers, financing sources, accountants, and attorneys)(collectively, the “**Representatives**”); (b) was independently developed by you or your Representatives without reference to the Evaluation Material; or (c) was provided to you by a third party not known to you, after due inquiry, to be subject to confidentiality obligations;
- that you will not disclose the Evaluation Material to any person, except that you may disclose or permit the disclosure of any Evaluation Material to your Representatives who are obligated to maintain confidential such Evaluation Material and who need to know for the Purpose and solely for the Purpose (it being understood that you shall inform such Representatives of the confidential nature of such information and that, by receiving such information, they agree to abide by the terms of this agreement), provided that you will be responsible for any breach of the provisions of this agreement by any such Representatives;
- to exercise the same degree of care as you use to protect your own confidential information of a similar nature, but not less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Evaluation Material; and
- that you and your Representatives will not use the Evaluation Material for any purpose other than the Purpose.

Upon gaining access to the Evaluation Material, you further covenant and agree that you will not contact any director, officer, employee or stakeholder of the Debtor or its affiliates with respect to the Evaluation Material or any other matter contemplated in this agreement, without the express written consent of the Receiver. In the event you are deemed a “Phase 2 Qualified Bidder” in accordance with the terms of the Sale Process, the Receiver may assist and coordinate meetings, discussions, and other communications between you and the aforementioned parties, all with a view of assisting you in submitting a “Binding APA” pursuant to the Sale Process.

In the event that you are required by applicable law or legal process or regulatory body or agency to disclose any part of the Evaluation Material, you will, to the extent permitted by law, give the Receiver prompt notice of such request so that the Receiver may seek an appropriate protective order. If in the absence of a protective order you are nonetheless compelled to disclose any part of the Evaluation Material, you may disclose such information (but only to the extent necessary to comply with your legal obligations) without liability hereunder, provided, however, that you must give the Receiver written notice of the information to be disclosed as far in advance of its disclosure as is practicable and legally permitted. Upon the Receiver's request, you will use your commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

Upon the Receiver's request, you shall (at your own cost) return promptly to the Receiver or, at the request of the Receiver, permanently delete or destroy all Evaluation Materials and all copies thereof, and you shall provide promptly a written certificate to the Receiver confirming that all such material and copies, in all forms and formats, have been returned to the Receiver and/or permanently deleted or destroyed without retaining a copy except as permitted by this agreement. Notwithstanding the foregoing, on written notice to the Receiver concurrently with the provision of the aforementioned written certificate, you may retain a copy of the Evaluation Material to the extent required in order to comply with regulatory and internal record retention requirements.

You agree that (a) the Receiver reserves the right, in its reasonable business judgment, and subject to competitive and other business considerations, to decline access to all or part of the Evaluation Material, and (b) the Receiver reserves the right to reject any and all offers for the Assets or to terminate discussions and negotiations with you at any time all in accordance with the terms of the Sale Process. The exercise by the Receiver of these rights shall not affect the enforceability of any provision of this agreement.

You acknowledge and agree that neither the Debtor nor the Receiver nor their representatives have made or make any representation or warranty whatsoever as to the accuracy or completeness of the Evaluation Material. You agree that neither the Debtor nor the Receiver nor their representatives shall have any liability to you or any of your Representatives resulting from the use of, or reliance on, the Evaluation Material. You agree that if you determine that you wish to engage in a transaction with the Receiver in respect of the Assets, such determination will be based solely on the terms of any definitive written agreement covering that transaction and based on your own investigation, analysis and evaluation of the transaction. In all cases, you shall conduct your own due diligence at your own expense and risk; the Receiver is under no obligation to provide access to any additional information about the Debtor or any of the Assets.

You acknowledge and agree that damages may not be a sufficient remedy for any breach of this Agreement by you or your Representatives, and that in addition to all other remedies, the Receiver shall be entitled to seek specific performance, injunctive relief or other equitable relief as a remedy for any such breach.

This agreement, and any rights of the Debtor or Receiver hereunder, shall inure to the benefit of any party that enters into a transaction contemplated by the Sale Process. The Receiver may disclose the existence of this agreement, the identities of the parties hereto and any other information in respect of this agreement, or a transaction proposed by any party hereto, to the extent required in connection with the Receivership Proceedings or applicable laws, to any other person. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. This agreement is the entire agreement of the Parties concerning the subject matter hereof and supersedes any prior such agreements with respect to the subject matter hereof. This agreement and the rights and obligations of the parties will terminate two years from the date hereof.

Please indicate your agreement with the foregoing by signing below and returning one copy of this agreement via e-mail to mlitwack@bdo.ca or via mail to:

BDO Canada Limited
Attn: Michael Litwack
202-300 Lakeshore Drive
Barrie, ON L4N 0B4

Yours very truly,

**BDO CANADA LIMITED, solely in its capacity
as the court-appointed receiver of 10268054
CANADA CORP., and not in any other capacity**

Per:

Name:
Title:

Agreed to and accepted this _____ day of _____, 2021

Bidder's Organization Name:

Per: _____

Name:
Title:
(I have the authority to bind the corporation)