

**CONFIDENTIALITY, NON-DISCLOSURE, NON-COMPETE and  
NON-SOLICIT AGREEMENT**

TO: MNP LTD.,  
In its capacity as Receiver of 2648790 Ontario Inc. (“**264**” or the “**Company**”)

Re: Purchase of assets and business of 264 on a going-concern basis

MNP Ltd. in its capacity as Receiver of 264 (the “**Receiver**”) is soliciting offers to purchase certain assets and business (together referred to as “**Property**”) of the Company. The undersigned has expressed an interest in reviewing the information more particularly defined below (the “**Information**”) solely for the purpose of determining its potential interest in submitting an offer to purchase the Property (the “**Permitted Purpose**”). The undersigned understands and agrees that MNP Ltd., in its capacity as Receiver is willing to provide it with the Information, on the terms and conditions set out herein.

The undersigned acknowledges and agrees that the Information contains sensitive confidential business information about the Property. The undersigned and its affiliates and their respective directors, officers, employees, agents, professional advisors or consultants (“**Permitted Persons**”) agree that the Information shall be kept confidential and shall make no use of the Information other than in accordance with the Permitted Purpose. The undersigned is vicariously liable for the failure of any Permitted Person to whom the Information is disclosed to comply with the undersigned’s obligations hereunder.

**CONFIDENTIALITY AND NON-DISCLOSURE**

In consideration of the Receiver providing such Information and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the undersigned agrees as follows:

1. “**Information**” means any and all confidential information regarding the Property provided by the Receiver and any party retained by the Receiver in connection with the marketing and sale of the Property; provided, however, that Information shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the undersigned or any Permitted Person (as defined below) in breach of this Agreement, or (ii) was in the possession of or becomes available to the undersigned or any Permitted Person on a non-confidential basis from a source that, to the knowledge of the undersigned, is not a party to a Confidentiality Agreement with respect to the Information and is from a source other than the Receiver or any party retained by the Receiver in connection with the Property, or (iii) is or was developed independently by the undersigned or any Permitted Person without reliance on the Information.
2. The undersigned acknowledges and agrees that the Receiver will furnish the Information to it solely for the Permitted Purpose, and the undersigned agrees that it and the Permitted Persons who receives any of the Information from the undersigned shall not use the Information for any purpose other than the Permitted Purpose.
3. The undersigned acknowledges that the Receiver has not and shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any of the

Information furnished to it at any time, nor shall the Receiver have any liability to the undersigned or any Permitted Persons relating to or arising from its or their use of any of the Information.

4. For greater certainty, but without limiting its agreement to keep the Information confidential, the undersigned shall take all reasonable steps to prevent the disclosure of the Information, by ensuring that:
  - a) Only Permitted Persons whose duties require them to review the Information shall have access thereto, and they shall be instructed and required to treat the Information as confidential;
  - b) Proper and secure storage is provided for all written Information or any 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 Information, other than in connection with the Permitted Purpose and subject to the terms herein; and
  - d) The undersigned shall not disclose either the Information or the fact that discussions regarding the opportunity to purchase the Property are taking place to any person other than the Permitted Persons for any reason whatsoever unless:
    - (i) disclosure is required under federal or provincial law;
    - (ii) any securities commission, stock exchange or other regulatory body having jurisdiction requires disclosure; or
    - (iii) disclosure is required to be made by the undersigned pursuant to due legal process.
5. In the event that the undersigned or any Permitted Person becomes legally compelled to disclose any of the Information, the undersigned shall, to the extent legally permitted, provide the Receiver with prompt notice so that the Receiver 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 Receiver waives compliance with provisions of this Agreement, the undersigned shall furnish only that portion of the Information which is legally required and shall exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Information.
6. Upon expiration or termination of this Agreement, the Information, together with any copies thereof, shall be destroyed immediately upon request without retaining copies thereof. The destruction, by the undersigned, of any Information to the Receiver shall not affect any of its obligations hereunder.

## **GENERAL**

7. It is agreed that monetary damages may not be a sufficient remedy for any breach of this Agreement and the undersigned agrees that the Receiver shall be entitled to injunctive relief, specific performance or any other appropriate equitable remedies for any such breach. Any of such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to other remedies available at law or in equity

to the Receiver. In the event the Receiver brings a successful action to enforce the undersigned's obligations hereunder, the undersigned shall reimburse the Receiver for all costs and expenses, including legal fees, incurred by the Receiver in that regard.

8. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be either hand delivered or sent by courier, pre-paid registered mail or facsimile transmission to the following addresses:

(i) in the case of the Receiver, as follows:

MNP Ltd.  
1600 Carling Avenue, Ottawa, Ontario  
Attention: John Haralovich  
Telephone: (613) 691-4270  
Facsimile: (613) 726-9009  
Email: [john.haralovich@mnp.ca](mailto:john.haralovich@mnp.ca)

(ii) 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: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Any notice personally delivered or by facsimile transmission shall be deemed to have been received on the date of delivery. Any notice sent via pre-paid registered mail shall be deemed to have been received on the fourth business day following mailing. Any notice sent via courier shall be deemed to have been received on the following business day after actual receipt thereof by the recipient. Either of the Receiver 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.

9. 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.
10. 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) and each of the

Receiver, 264 and the undersigned hereby irrevocably attorn to the jurisdiction of the courts of the province of Ontario.

11. The undersigned acknowledges and confirms that the Receiver shall have no liability for any costs incurred by the undersigned to review any of the Information or the Property and any such costs are solely the undersigned's obligation and responsibility.
12. 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.
13. This Agreement shall enure to the benefit of the Receiver and any purchaser of the Property, 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.
14. This Agreement constitutes the entire agreement between the undersigned and the Receiver 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.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned has executed this Agreement and hereby agrees to all of the covenants and undertakings contemplated herein.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2024

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

\_\_\_\_\_  
(Signature of Witness – Individual) (Signature of Authorized Signing Officer)  
Name: Name:  
Title

I have the authority to bind the corporation

Representation (if any):  
Sales Person and Brokerage representing the undersigned:  
Name:  
Title: