

CONFIDENTIALITY AGREEMENT

To: msi Spergel Inc. (“Spergel”)

Re: 8331707 Canada Inc. (the “Company”)

In order to assist _____ (the “**Purchaser**”) solely for purpose of evaluating and considering the potential acquisition of the real property and fixed assets of the Company (the “**Purpose**”), I/we understand that Spergel, in its capacity as the Court-Appointed Receiver of the Company (the “**Receiver**”) will provide me/us or my/our affiliates, directors, officers, employees, agents, professional advisors or consultants (collectively, our “**Representatives**”) with information concerning the Company which will be of a confidential nature (the “**Information**”).

In consideration of your provision of such Information, I/we agree as follows:

1. I/We will treat as strictly confidential all Information supplied to me/us in this connection by yourselves or your advisors and that I/we shall make no use of the Information other than in accordance with the Purpose. I/We further acknowledge and agree that I/we have received a copy of the order of the Honourable Madam Justice Cavanagh dated April 21, 2021, appointing Spergel as Receiver of the Company (the “**Order**”) and in that regard I/we agree to comply with the terms applicable in the Order to a prospective purchaser, and in particular, paragraph 15 of the Order.
2. I/We undertake not to copy or circulate any such Information other than to the senior officers of our Company and my/its advisors and to use this Information solely for the Purpose.
3. I/We shall not, at any time, disclose or otherwise make available to any third party any of the Information other than to our Representatives required by me/us in the course of, and solely for, the Purpose. I/We further agree that any disclosure is on the basis that such Representatives are made aware of and accept the strict provisions of this undertaking, and that they will be responsible and liable to the Company and its shareholders and agents for damages arising out of any breach of this undertaking.
4. Without your prior written consent, I/we will not, and will cause our Representatives not to disclose or transfer the Information to any third party, or either the fact that discussions or negotiations are taking place or other facts with respect to any possible transaction in this regard.
5. Although you believe the Information to be valid and accurate, I/we acknowledge that you make no representation or warranty, expressed or implied, as to the accuracy or completeness of the Information supplied by either your firm or representatives of the Company and we agree that you will have no liability to us resulting from our use of the information.

6. I/We will indemnify and hold the Receiver and the Company harmless from any and all loss or damage (including legal costs) which arise directly from the unauthorized disclosure or use of the Information by us or our Representatives in any way which is contrary to the terms of this Agreement. It is however agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement, and I/we agree 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.
7. It is mutually agreed that this agreement shall be interpreted and enforced in accordance with the laws of the Province of Ontario and any applicable Canadian Federal laws, and that any legal proceedings in connection with this agreement shall be heard in the courts of the Province of Ontario.
8. This agreement shall be in full force and effect for a period commencing on the date hereof and expiring on the second anniversary of the date hereof.
9. This Agreement constitutes the entire agreement between me/us 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.
10. I/We accept the Information furnished and to be furnished concerning the Company, subject to the conditions set out in this agreement. I/We acknowledge that any Information relating to a third party also is confidential information of such parties and they have rights at law to be protected as to the privacy of such information.

Individual's Name

Signature
I have the authority to bind the Company

Title

Date

Company Name

Address

Phone No.

Email