

NON-DISCLOSURE AGREEMENT

Dear Sirs & Mesdames:

On January 23, 2024, Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc. and Joint Captain Real Estate Inc. (collectively, the "**Company**") obtained an initial order (as amended, and amended and restated from time to time, the "**Initial Order**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") from the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). Among other things, the Initial Order appointed KSV Restructuring Inc. as monitor in the CCAA proceedings (in such capacity, the "**Monitor**").

On April 12, 2024, the Company obtained an order (the "**SISP Approval Order**") under the CCAA, among other things: (a) approving a sale, refinancing and investment solicitation process (the "**SISP**"); (b) approving the Company's retention of Howards Capital Corp. and CBRE Limited (together, the "**SISP Advisors**"); and (c) authorizing and directing the Applicants, the SISP Advisors and the Monitor to carry out the SISP in accordance with its terms and the terms of the SISP Approval Order. Capitalized terms used in this non-disclosure agreement ("**NDA**") and not otherwise defined herein have the meanings ascribed to them in the SISP or the Initial Order, as applicable.

The SISP is intended to solicit interest in a refinancing, sale and/or other strategic investment or transaction involving the Business, assets and/or equity of the Company (collectively, the "**Property**") or any part thereof from interested parties (each, a "**Transaction**"). This NDA is being provided to you (the "**Potential Bidder**" or "**you**") due to your expression of interest in participating in the SISP with a view to submitting a Qualified LOI, and request that Confidential Information (as defined below) be furnished to you in connection therewith.

As a condition to the Company furnishing Confidential Information to you, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you acknowledge and agree on behalf of yourself, your affiliates (as defined below) and Representatives (as defined below) as follows:

1. **Acknowledgement** – You acknowledge: (a) receipt of a copy of the SISP and agree to accept and be bound by the provisions contained therein; (b) that the Monitor, with the assistance of the SISP Advisors and in consultation with the Company, will be responsible for conducting the SISP; (c) that the Monitor and, at the Monitor's direction the SISP Advisors, may furnish Confidential Information to you on the Company's behalf; (d) that any reference in this NDA to Confidential Information provided by the Company shall be deemed to include any Confidential Information provided to you by the Monitor or the SISP Advisors on the Company's behalf, as applicable; (e) that the Monitor may consult with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative with respect to, and in accordance with, the SISP; and (f) that, subject to the terms of the SISP, the Monitor will provide copies of all of the LOIs received in the SISP to the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel, the Lion's Share Representative, and the DIP Lender.
2. **Confidential Information** – The term "**Confidential Information**" means: (a) any and all information of whatever nature (including information in the form not only of written information but also information which may be transmitted orally, visually, graphically, electronically or by any other means) relating to the Company, the Business or the Property including, without limitation, information concerning any past, present or future tenants, contractors, partners, suppliers and any correspondence, internal business discussions, strategic plans, budgets, financial statements, records, reports, evaluations, notes, analyses, documents, trade secrets, know-how,

data, copyrights, processes, business rules, tools, business processes, techniques, programs, marketing, advertising, financial, commercial, sales or programming materials, system access codes and passwords, written materials, ideas, studies, concepts, or any other documents or information pertaining in any way whatsoever to the Company, the Business or the Property; (b) all information about an identifiable individual or other information that is subject to any federal, provincial or other applicable statute, law or regulation of any governmental or regulatory authority in Canada relating to the collection, use, storage and/or disclosure of information about an identifiable individual, including the *Personal Information and Protection of Electronic Documents Act* (Canada) and equivalent provincial legislation, whether or not any such information is confidential; and (c) all summaries, notes, analyses, projections, compilations, data, studies or other documents or records prepared by a Potential Bidder or its Representatives that contain or otherwise reflect or have been generated, wholly or partly, or derived from, any such information ("**Derivative Information**"). The term "Confidential Information" shall not include such portions of the Confidential Information which: (a) are, or become, generally available to the public other than as a result of a disclosure by you or your Representatives; (b) are received by you from an independent third party who had, to your knowledge after due inquiry, obtained the Confidential Information lawfully and was under no obligation of secrecy or duty of confidentiality; (c) you can show were in your or your affiliate's lawful possession before you received such Confidential Information from the Company, unless such Confidential Information was previously provided pursuant to a confidentiality agreement or an agreement which contained confidentiality provisions; or (d) you can show were independently developed by you or on your behalf by personnel having no access to the Confidential Information at the time of its independent development. In addition, you agree that the Company may, in its sole discretion, withhold or provide information requested by you.

3. **Non-Disclosure and Restricted Use** – The Confidential Information will be kept confidential by you and will not, without the prior written consent of the Company or as permitted by this NDA, be disclosed by the Potential Bidder or any of its Representatives in any manner whatsoever, in whole or in part, and will not be used by the Potential Bidder or any of its Representatives, directly or indirectly, for any purpose other than evaluating, negotiating and consummating a Transaction (the "**Permitted Purpose**"). You will not use the Confidential Information to obtain any commercial advantage over the Company in any way which is, directly or indirectly, detrimental to the Company. The Potential Bidder agrees to comply with any applicable privacy laws in respect of Confidential Information relating to individuals. The Potential Bidder recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the Company if any information contained therein is disclosed to any Person (as defined below).
4. **Storage and Records** – You shall store the Confidential Information properly and securely and ensure that appropriate physical, technological and organizational measures are in place to protect the Confidential Information against unauthorized or unintended access, use or disclosure. You will only reproduce or take such copies of any of the Confidential Information as is reasonably necessary for the Permitted Purpose. You shall keep a record of the Confidential Information furnished to you, in any medium other than oral, and of the location of such Confidential Information.
5. **Access Limited to Representatives** – The Potential Bidder may reveal or permit access to the Confidential Information only to its agents, representatives (including lawyers, accountants and financial advisors), directors, officers and employees (each a "**Representative**") who need to know the Confidential Information for the Permitted Purpose, who are informed by the Potential Bidder of the confidential nature of the Confidential Information, who are directed by the Potential Bidder to hold the Confidential Information in the strictest confidence and who agree to act in accordance with the terms and conditions of this NDA. The Potential Bidder will take all necessary precautions or measures as may be reasonable in the circumstances to prevent improper access to the

Confidential Information or use or disclosure of the Confidential Information by the Potential Bidder's Representatives and will be responsible for any breach of this NDA by any of its Representatives. You will, in the event of a breach of this NDA or any disclosure of Confidential Information by you or any of your Representatives, other than as permitted by this NDA, through accident, inadvertence or otherwise, notify the Company and the Monitor of the nature of the breach promptly upon your discovery of the breach or disclosure.

6. **Privileged Material** – You acknowledge that certain of the Company's books, records or information representing or containing Confidential Information to which you may be given access are books, records and information to which solicitor-client privilege and/or other privilege ("**Privilege**") attaches. You recognize and acknowledge that the Company has a material interest in the preservation of Privilege in respect of all Privileged material (collectively, the "**Privileged Material**"). You agree (acting on your own behalf and as agent for your Representatives) that: (a) such access is being provided solely for the Permitted Purpose; (b) such access is not intended and should not be interpreted as a waiver of any Privilege in respect of the Privileged Material or any right to assert or claim Privilege in respect of the Privileged Material and to the extent there is any waiver, it is intended to be a limited waiver in your favour, solely for the Permitted Purpose; (c) you shall keep the Privileged Material in strict confidence, and disclose such material solely to your legal counsel and to your directors, officers and employees and any affiliate and only to the extent required for the Permitted Purpose; (d) at the Company's request, all copies of the Privileged Material, and any notes that would disclose the contents of the Privileged Material, will be destroyed or returned to the owner thereof; and (e) at the Company's request and cost, you shall claim or assert, or co-operate to claim or assert, Privilege in respect of the Privileged Material.
7. **No Disclosure of Transaction** – The Potential Bidder and its Representatives will not, without the prior written consent of the Company and the Monitor, disclose to any Person the fact that the Confidential Information has been made available, that this NDA has been entered into, that discussions or negotiations are taking place or have taken place concerning a possible Transaction or any of the terms, conditions or other facts with respect to any such possible Transaction.
8. **Contact Persons** – In respect of Confidential Information requests or any other matters concerning Confidential Information or the Transaction, you agree to communicate only with the Monitor and its counsel, Cassels Brock & Blackwell LLP, or the SISP Advisors as the Monitor may direct, or with such other individual or individuals as the Monitor may authorize in writing. Without such prior written consent, neither you nor any of your Representatives will knowingly initiate or cause to be initiated or maintain any communication with any officer, director, agent, or employee of the Company, or any affiliate, creditor, shareholder, customer, supplier or lender of the Company concerning the Business, the Property, the Company's operations, prospects or finances, the Confidential Information or any Transaction whatsoever. You agree that, without the prior consent of the Monitor (provided after consultation with the SISP Advisors and the Company), neither you nor any of your Representatives will knowingly initiate or cause to be initiated or maintain any communication with the Secured Lender Representative Counsel, the Secured Lender Representatives, the Unsecured Lender Representative Counsel, the Unsecured Lender Representatives, the Lion's Share Representative, or the DIP Lender concerning the Business, the Property, the Company's operations, prospects or finances, the Confidential Information or any Transaction whatsoever.
9. **Proprietary Rights** – You acknowledge that the Confidential Information is a proprietary asset of the Company and agree that as between you and the Company, the Company will retain proprietary rights in the Confidential Information and the disclosure of such Confidential Information shall not be deemed to confer upon you any rights whatsoever in respect of any Confidential Information.
10. **Return of Confidential Information** – If you determine not to pursue a Transaction, you will promptly advise the Monitor in writing of that fact. At the time of such notice, or if, at any earlier

time, the Monitor or the Company so directs (whether or not you determine to pursue a Transaction), you and your Representatives will, at your own expense, promptly return or destroy all copies of the Confidential Information upon such request (and, in any event, within five (5) business days after such request), except for that portion of the Confidential Information which consists of Derivative Information, which will be destroyed, and in the case of information stored in electronic form, it will be permanently erased. If requested by the Monitor or the Company, compliance with this Section 10 shall be certified in writing by an authorized officer of the Potential Bidder.

Notwithstanding the foregoing: (a) you may retain a copy of the Confidential Information to the extent that such retention is required to demonstrate compliance with applicable law, regulation or professional standards, provided that it is kept strictly confidential; and (b) Confidential Information that is electronically stored may be retained in back-up servers if it is not intentionally made available to any Person, and is deleted in accordance with your normal policies with respect to the retention of electronic records. Notwithstanding the return or destruction of the Confidential Information, you and your Representatives shall continue to be bound by the confidentiality and other obligations hereunder.

11. **No Representation** – You acknowledge that the Company, the SISP Advisors, the Monitor, and their respective Representatives make no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and agree that the Company, the SISP Advisors, the Monitor and their respective Representatives shall have no liability, direct or indirect, to you or your Representatives relating to or resulting from the Confidential Information or the use thereof, errors therein or omissions therefrom. The only information that will have any legal effect will be that specifically represented or warranted in a definitive agreement relating to a Transaction and executed by the Company and you.
12. **Definitive Agreement** – You acknowledge and agree that no agreement relating to or providing for the Transaction shall exist unless and until a definitive agreement with respect to a Transaction has been executed by you and the Company. It is agreed that unless and until such a definitive agreement has been executed and delivered pursuant to the terms of the SISP, neither the Company nor you shall have any legal obligation of any kind whatsoever with respect to the completion of a Transaction by virtue of this NDA. The Company and you further understand and agree that the Company is under no obligation to provide the Confidential Information. The process leading up to a Transaction shall be governed by the applicable terms of the SISP and any further or other procedures established in accordance with the SISP. Either party to this NDA may terminate discussions and negotiations with regard to the Transaction at any time for any reason.
13. **Required Disclosure** – In the event that you or any of your Representatives become legally compelled or are required by regulatory authorities having appropriate jurisdiction to disclose any of the Confidential Information, you will promptly provide the Company and the Monitor with written notice so that the Company or the Monitor may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this NDA. You will cooperate with the Company and/or Monitor on a reasonable basis to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or the Company waives compliance with the provisions of this NDA, you will furnish only that portion of the Confidential Information which you are advised by counsel is legally required to be disclosed and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so furnished.
14. **Term** – This NDA shall terminate on the earlier of: (a) two (2) years after the date of this NDA, and (b) six (6) months after completion of a Transaction; provided however, that such termination shall not affect the rights, powers, or remedies of the parties prior to such termination; provided

however, that the rights and obligations in respect of the Confidential Information shall not terminate or expire and shall be perpetual.

15. **Amendment of Agreement** – This NDA may not be amended, modified or waived except by an instrument in writing signed on behalf of each of the parties hereto.
16. **Successors and Assigns; Assignability** – This NDA shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This NDA may not be assigned by a party without the prior written consent of the other parties and the Monitor. Any assignment or attempted assignment in contravention of this subsection shall be void *ab initio* and shall not relieve the assigning party of any obligation under this NDA.
17. **Certain Definitions** – In this NDA, the term "**affiliate**" shall mean a person directly or indirectly controlling, or controlled by, or under common control with, the Company or you, as the case may be, with "**control**" meaning direct or indirect ownership of more than 50% of the voting securities or similar rights or interests of such Person. The term "**Person**" shall be interpreted broadly to include, without limitation, any individual, corporation, the Company, partnership, limited partnership, joint venture, estate, association, trust, firm, unincorporated organization, or other entity of any kind or nature.
18. **Governing Law** – This NDA shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. You hereby irrevocably: (a) submit to the exclusive jurisdiction of the Court in respect of any actions or proceedings (each a "**Proceeding**") relating in any way to this NDA and the transactions contemplated hereby (and you agree not to commence any Proceeding relating thereto except in the Court); and (b) waive any objection to the venue of any Proceeding relating to this NDA or the transactions contemplated hereby in the Court, including the objection that any such Proceeding has been brought in an inconvenient forum.
19. **Non-Waiver** – No failure or delay by the Company in exercising any right, power or privilege under this NDA will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this NDA.
20. **Notice** – Any notice, consent or approval required or permitted to be given in connection with this NDA (each, a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

(a) to the Company:

c/o SID Management Inc.
2275 Upper Middle Road East, 101
Oakville, Ontario L6H 0C3
Attention: Robert Clark
Email: robbywclark@gmail.com

with a copy to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4
Attention: Sean Zweig and Joshua Foster
Email: zweigs@bennettjones.com / fosterj@bennettjones.com

(b) to the Monitor:

KSV Restructuring Inc.
220 Bay Street, 13th Floor
Toronto, Ontario L6H 0C3
Attention: Noah Goldstein and David Sieradzki
Email: ngoldstein@ksvadvisory.com / dsieradzki@ksvadvisory.com

with a copy to:

Cassels Brock & Blackwell LLP
Suite 3200
Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, Ontario M5H 0B4
Attention: Ryan Jacobs and Joseph J. Bellissimo
Email: rjacobs@cassels.com / jbellissimo@cassels.com

(c) to the Potential Bidder at:

[●]
[●]
[●]

Attention: [●]

Email: [●]

Any Notice delivered or transmitted as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day. Both you and the Company may, from time to time, change respective addresses by giving Notice to the other in accordance with the provisions of this section.

21. **Indemnity** – The Potential Bidder shall indemnify and hold harmless the Company, the SISP Advisors, the Monitor, and their respective Representatives from any damages, loss, cost or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any breach of this NDA by the Potential Bidder or any of its Representatives.
22. **Injunctive Relief** – You acknowledge that disclosure of the Confidential Information or other breach of this NDA may cause serious and irreparable damage and harm to the Company and that remedies at law would be inadequate to protect against breach of this NDA, and agree in advance to the granting of injunctive relief in the Company's favour for any breach of the provisions of this NDA and to the specific enforcement of the terms of this NDA, without proof of actual damages, and without the requirement to post a bond or other security, in addition to any other remedy to which the Company would be entitled.
23. **Entire Agreement** – This NDA constitutes the entire agreement between the parties hereto and sets out all of the covenants, promises, warranties, representations, conditions and agreements between the parties hereto in connection with the subject matter of this NDA and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or

collateral, whether statutory or otherwise, between the parties hereto in connection with the subject matter of this NDA except as specifically set forth in this NDA.

24. **Counterparts** – This NDA may be executed and delivered by electronic transmission. An electronic signature shall have the same legal effect as a manual signature. This NDA may be validly executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and each of which shall constitute an original.

[Signature Page Follows]

Please acknowledge your agreement to the foregoing by countersigning this letter in the place provided below and returning it to the Monitor, who will provide same to the Company and the SISP Advisors.

Very truly yours,

BALBOA INC.

By: _____
Name: Aruba Butt
Title: Director

DSPLN INC.

By: _____
Name: Aruba Butt
Title: Director

HAPPY GILMORE INC.

By: _____
Name: Ryan Molony
Title: Director

HORSES IN THE BACK INC.

By: _____
Name: Dylan Sutor
Title: Director

INTERLUDE INC.

By: _____
Name: Dylan Sutor
Title: Director

MULTIVILLE INC.

By: _____
Name: Ryan Molony
Title: Director

THE PINK FLAMINGO INC.

By: _____
Name: Aruba Butt
Title: Director

HOMETOWN HOUSING INC.

By: _____
Name: Dylan Sutor
Title: Director

THE MULLIGAN INC.

By: _____
Name: Aruba Butt
Title: Director

NEAT NESTS INC.

By: _____
Name: Dylan Sutor
Title: Director

JOINT CAPTAIN REAL ESTATE INC.

By: _____
Name: Aruba Butt
Title: Director

CONFIRMED AND AGREED this _____ day of _____, 2024.

**[NTD: TO BE COMPLETED BY
POTENTIAL BIDDER]**

By: _____
Name:
Title: