

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

To: KSV Restructuring Inc. ("**KSV**") in its capacity as monitor (the "**Monitor**") of Blue Lobster Capital Limited, 3284906 Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited (the "**Companies**"),

220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

Attention : **Tony Trifunovic**
Telephone : **(647) 848-1350**
Email : **ttrifunovic@ksvadvisory.com**

The undersigned hereby acknowledges having been advised that:

- i) The Companies were granted protection under the *Companies Creditors Arrangement Act* (the "**CCAA**") by the Supreme Court of Nova Scotia on December 13, 2024 and KSV was appointed the Monitor.
- ii) On March 7th, 2025 the Court issued an order approving a sale and investment solicitation process (the "**SISP**") that is to be conducted by the Monitor.
- iii) The Monitor and/or the Companies have in their possession certain proprietary, non-public or confidential information (whether oral or in writing, or stored in computerized, electronic, disk, tape, microfilm or other form), reports, communications, books, records, documents, statements, and data relating to the Companies (collectively, the "**Information**").
- iv) The Information is sensitive and confidential in nature, and the disclosure thereof could adversely affect the value of the Companies, as well as the Companies on-going operations.
- v) The Information is being provided to the undersigned to assist it with evaluating a potential transaction relating to the Companies (the "**Transaction**").

In consideration of the disclosure by the Monitor to the undersigned of all or any portion of the Information, the sufficiency of which consideration is hereby acknowledged, the undersigned hereby undertakes and agrees as follows:

- 1. To maintain the Information in the strictest of confidence and to control the dissemination of the Information, including any documents or copies (paper, electronic or otherwise) and communications thereof contained in the Information, in accordance with the terms and conditions of this Confidentiality and Non-Disclosure Agreement ("**NDA**");
- 2. To use the Information solely for the purpose of evaluating the Companies and assessing the potential of submitting a bid to acquire the Companies (the "**Bidding Purpose**") and, for greater certainty, not for any other purpose;
- 3. To only disclose the Information to its employees, directors, officers, affiliates and associated corporations, auditors, accountants, agents, solicitors, lawyers, consultants and advisors (including financial advisors) who have a need to know the Information in connection with

the Bidding Purpose, including, if necessary, other potential sources of financing that the Monitor has consented to in writing in advance (collectively, the “**Representatives**”);

4. To advise the Representatives of the confidential nature of the Information and that the Representatives shall not further disseminate the Information except as permitted by this NDA;
5. The undersigned shall not, and shall cause its affiliates (together with the undersigned, the “**Covered Entities**”) not to, for a period of 12 months from the date hereof, solicit, employ or retain, any officer or employee of the Companies or any of their affiliates without the prior written consent of the Monitor; provided, that the Covered Entities shall not be precluded from hiring any person: (i) 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 Companies or their affiliates; (ii) 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; (iii) whose employment with the Companies or their affiliates is terminated by the Companies or such affiliate; or (iv) with whom the Covered Entities have not had any contact with or of whom the Covered Entities have not become aware of in connection with the Transaction;
6. The undersigned shall be responsible for any breach of the provisions of this NDA by any of the Representatives to whom the undersigned discloses Information;
7. The undersigned acknowledges that it shall not be entitled to any Information that cannot be disclosed as a result of applicable privacy regulations including, without limitation, *The Personal Information Protection and Electronic Documents Act*;
8. In the event that the undersigned or any of its Representatives becomes legally compelled or is requested by any regulatory or other authority to disclose any of the Information by way of a deposition, interrogatory, court order or directive, request for documents, subpoena, summons, civil investigative demand or similar process, the undersigned agrees to first notify the Monitor (to the extent permitted to do so by applicable law) by delivering written notice to the address noted above, so that the Monitor or its legal representative may seek an appropriate protective order; provided, however, if such protective order or other remedy is not obtained, or the Monitor waives compliance with the provisions hereof, the undersigned or such Representative, as the case may be, may only disclose such Information which the undersigned or such Representative, as the case may be, is legally required to be disclosed;
9. The term “Information” does not include, and this NDA will not apply to, any information that: (i) at the time of disclosure or thereafter is generally available to or known by the public (other than as a result of a disclosure by the undersigned or any of its Representatives in violation of any obligation under this NDA); (ii) was already in the possession of, or is or becomes available to, the undersigned or any of its Representatives on a non-confidential basis from a source other than the Monitor who, insofar as was known to the undersigned or any of its Representatives, was not prohibited from transmitting the information to the undersigned or any of its Representatives by a contractual, legal or fiduciary obligation to the Companies, the Monitor or any third party; or (iii) has been independently acquired or developed by the undersigned or any of its Representatives without violation of any obligation under this NDA;

10. Upon receipt of a written request to the undersigned, the undersigned and its Representatives shall promptly return to the Monitor or destroy all Information received and copies thereof, printed, downloaded or otherwise copied provided that the undersigned will be permitted to retain: (i) the Information, or part thereof, for the sole purpose of satisfying and as long as required by, the requirements of any law, court or regulatory authority or governmental agency or authority; and (ii) electronic copies of records or files containing the Information which have been created by the undersigned's archiving and backup procedures, so long as such Information is not immediately retrievable as part of the undersigned's day-to-day business;
11. Neither the Monitor nor the Companies make any representation or warranty about the accuracy, adequacy or suitability of the Information for the Bidding Purpose or for any purpose. Only those representations or warranties that are made in a Definitive Agreement (defined below) when, as and if executed will have any legal effect;
12. The undersigned acknowledges that money damages may not be a sufficient remedy for breach of this NDA and that, in addition to all other remedies available, the Monitor shall be entitled to seek equitable relief, including, without limitation, injunction and specific performance as a remedy for breach of this NDA. Such remedies will not be exclusive remedies for any breach of this NDA but will be in addition to all other remedies available at law or in equity to the Monitor;
13. The undersigned acknowledges and agrees that it has had an opportunity to obtain independent legal advice as to the terms and conditions of this NDA and has either received same or expressly waived its right to do so;
14. The undersigned's obligations under this NDA shall remain in effect for a period of one (1) year from the date hereof;
15. Neither the undersigned nor the Monitor will be under any legal obligation with respect to the Transaction unless and until a definitive agreement (a "**Definitive Agreement**") between it and the Monitor (and any other party) is executed and delivered;
16. This NDA shall enure to the benefit of and be binding upon the parties hereto and the Monitor, and their respective successors and permitted assigns. This NDA shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia with respect to any matter arising hereunder or related hereto;
17. No failure or delay by the Monitor in exercising any rights, powers or privileges under this NDA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any rights, powers or privileges under this NDA;
18. No amendment to the terms and conditions of this NDA shall be valid and binding unless made in writing and signed by an authorized representative of each of the parties hereto;

19. This NDA may be executed and delivered by email in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

DATED this _____ day of _____, 2025

[SIGNING PARTY NAME]

Per: _____
Name:
Title: