

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT BETWEEN:

KSV RESTRUCTURING INC., solely in its capacity as the Receiver of the Real Property (as defined below) (the “Disclosing Party”);

and _____ (the “Receiving Party”).

WHEREAS by Order of Justice Cavanagh made May 20, 2025, the Disclosing Party was appointed the receiver and manager (the “**Receiver**”) of the real property of Green World Construction Inc. (the “**Debtor**”) known municipally as 175-179 Essa Road and 50 Wood Street, Barrie, Ontario (the “**Real Property**”);

AND WHEREAS the Receiver is in possession of confidential information and documentation related to the Debtor and the Real Property (the “**Confidential Information**”);

AND WHEREAS the Disclosing Party may provide certain Confidential Information to the Receiving Party (which term includes the Receiving Party’s officers, directors, employees, shareholders, consultants and legal counsel) subject to the Receiving Party executing this Confidentiality and Non-Disclosure Agreement.

NOW THEREFORE in consideration of the mutual promises contained herein (“**Agreement**”), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Receiving Party shall not disclose the Confidential Information according to the terms and conditions set forth herein.
2. The Confidential Information shall remain the exclusive property of the Disclosing Party and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein.
3. The Receiving Party agrees, during and at all times after the disclosure of the Confidential Information, that he or it shall hold in confidence and keep confidential all Confidential Information and shall not use or directly or indirectly disclose or reproduce in any manner any such Confidential Information. The Receiving Party agrees not to disclose any of the Confidential Information to any third-party individual, corporation, partnership, or entity of any kind whatsoever, without first obtaining written consent from the Disclosing Party. Any permitted disclosure by the Receiving Party is also subject to the Receiving Party obtaining a mutually agreeable non-disclosure agreement consistent with the terms of this Agreement from the third party.
4. The Receiving Party may disclose Confidential Information that:
 - i. is required to be disclosed by the Receiving Party by order of a court of competent jurisdiction, administrative agency, or governmental body, or by any law, rule or regulation or by subpoena, or any other legal process, or by applicable regulatory or professional standards (each, a “**Notice**”) and the Receiving Party agrees to


provide to the Disclosing Party a copy of a Notice immediately upon receipt of a Notice;
or

- ii. is disclosed with the written consent of the Disclosing Party to which the Confidential Information relates.
5. The parties acknowledge that, to the extent any of the Confidential Information is subject to legal privilege which belongs to the Disclosing Party, the disclosure of the Confidential Information to the Receiving Party pursuant to this Agreement shall not operate as a waiver thereof or preclude any other or further exercise of that privilege.
6. The parties acknowledge that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party or the process for approving the sale of the Real Property, and for which monetary damages may be difficult to ascertain or be an inadequate remedy. The parties therefore acknowledge and agree that the Disclosing Party shall have the right, in addition to its other rights and remedies, to seek and obtain interim and permanent injunctive relief, specific performance, and other equitable remedies for any violation of this Agreement.
7. In the event that the Receiving Party breaches this Agreement, he or it shall be liable for and shall indemnify the Disclosing Party for all costs, expenses, liabilities, and fees, including legal fees, which may be incurred as a result of such breach.
8. Except as required to be disclosed by law, rule, regulation, subpoena, or other legal process, or as otherwise agreed to in writing by the Disclosing Party, the Receiving Party shall not disclose to any third party the existence of this Agreement.
9. The Receiving Party shall promptly return or destroy, and verify in writing its destruction of, all material embodying Confidential Information upon written request of the Disclosing Party.
10. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law.
11. Waivers and Amendments:
 - i. No delay or omission by any party in enforcing its rights or remedies hereunder shall impair such right or remedy or to be deemed to be a waiver thereof.
 - ii. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any occasion.
 - iii. No amendment or waiver shall be valid unless in writing and signed by both parties.
12. The parties acknowledge that no warranties of any kind are given by the Disclosing Party in this Agreement with respect to the accuracy, appropriateness, or completeness of the Confidential Information
13. The laws of the Province of Ontario shall govern this Agreement.

14. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.
15. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior understandings, proposals, negotiations, and communications, oral or written, between the parties and their representatives.
16. This Agreement may be signed in several counterparts and exchanged electronically.
17. This Agreement shall terminate upon closing of an agreement between the parties for the sale of the Real Property or alternatively this Agreement shall end two years from the date of this Agreement.

September 15th, 2025

**KSV RESTRUCTURING INC., solely in its capacity as Receiver
of the Real Property and not in its personal or corporate capacity**

Signature:  _____

Name: Dean Perlman

Title: Senior Manager

Signature: _____

Name: _____

Title: _____