

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Attention: **[Recipient Name]**

On April 16, 2025 and April 22, 2025, respectively, Hakim Optical Laboratory Limited (“**Hakim Optical**”) and Lawrence Ophthalmic Lab Inc. (“**Lawrence Lab**”) each commenced proposal proceedings under the *Bankruptcy and Insolvency Act* (Canada) by filing Notices of Intention to Make a Proposal (the proceedings related thereto are referred to collectively as the “**NOI Proceedings**”). KSV Restructuring Inc. (“**KSV**”) was appointed the proposal trustee in connection with the NOI Proceedings.

On May 15, 2025, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted an order (as amended and restated on June 27, 2025, the “**Initial Order**”), under the *Companies’ Creditors Arrangement Act*, (Canada) (the “**CCAA**”), in respect of Hakim Optical, Lawrence Lab, and a related entity, Hakim Optical Worldwide Lenses Inc. (collectively, the “**Applicants**”), which, among other things: declared that the Applicants are companies to which the CCAA applies, and appointed KSV as monitor (in such capacity, the “**Monitor**”) of the Applicants in their CCAA proceedings.

On August 28, 2025, the Court granted an order (the “**SISP Approval Order**”) that, among other things: (i) authorized the Monitor and the Applicants to implement a sale and investment solicitation process (the “**SISP**”) in respect of the Applicants, which may include a sale of all or substantially all of the Applicants’ assets or of the shares in one or more of the Applicants, in accordance with the terms thereof; (ii) authorized and empowered the Applicants to enter into a Stalking Horse Specified Asset Purchase Agreement dated August 21, 2025, with Evelyn Aimis Holdings Inc. and Chiaro Ottico Ltd. (the “**Stalking Horse APA**”); (iii) approved the Break-up Fee and Expense Reimbursement (each as defined in the Stalking Horse APA); and (iv) granted the Bid Protections Charge (as defined in the SISP Approval Order). Capitalized terms used herein that are not otherwise defined in this non-disclosure agreement (the “**Agreement**”) have the meanings ascribed to them in the Initial Order, the SISP Approval Order or the Stalking Horse APA, as applicable. The SISP Approval Order and the Stalking Horse APA can be found on the Monitor’s website at: <https://www.ksvadvisory.com/experience/case/hakim>.

The SISP sets out the manner in which the Monitor, in consultation with the Applicants, will solicit binding bids from interested parties for a broad array of executable transaction alternatives (each a “**Transaction**”) that are each superior to the sale transaction contemplated by the Stalking Horse APA. This Agreement is being provided to you (the “**Recipient**” or “**you**”), due to your expression of interest in participating in the SISP with a view to becoming a Qualified Bidder (as defined in the SISP), and your request for Confidential Information (as defined below) to be furnished to you in connection therewith.

As a condition to the Monitor and/or the Applicants 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, in consultation with the Applicants, will be responsible for conducting the SISP; (c) that the Applicants and the Monitor may furnish Confidential Information to you; (d) Confidential Information may be provided to you by the Monitor or its Representatives or the Applicants and their Representatives and this Agreement shall apply to all such Confidential Information; and (e) that you and your Representatives are bound by all applicable privacy legislation with respect to any Personal Information (as defined below) disclosed under this Agreement.

2. **Confidential Information** – As used in this Agreement the term “**Confidential Information**” shall mean and include: (a) any and all information, in whatever form or medium (including information which may be transmitted orally, visually, graphically, electronically or by any other means), of a confidential or proprietary nature (whether or not designated or marked as confidential and proprietary) provided by or on behalf of the Applicants to you and pertaining or relating to the Applicants, their business or their property including, without limitation, information concerning any past, present or future customers, wholesale partners, suppliers or the Applicants’ facilities, licences, technology, and any correspondence, internal business discussions, strategic plans, budgets, financial statements, records, reports, evaluations, notes, analyses, documents, data, designs, engineering, trade secrets, know-how, data, patents, copyrights, processes, business rules, tools, business processes, techniques, programs, designs, formulae, marketing, advertising or sales materials, financial information, commercial information, sales or programming materials, equipment configurations, security measures, system access codes and passwords, written materials, compositions, drawings, diagrams, computer programs, studies, works in progress, visual demonstrations, ideas, concepts, or any other documents or information pertaining or relating in any way whatsoever to the Applicants, and all derivative materials such as; (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 (“**Personal Information**”); and (c) all summaries, notes, analyses, projections, compilations, data, studies or other documents or records prepared by you or any of your Representatives which contain, reflect or are based upon, in whole or in part, such confidential and proprietary information (“**Derivative Information**”). The term “Confidential Information” shall not include such portions of the Confidential Information which: (i) are, or become, generally available to the public other than as a result of a disclosure directly or indirectly by you or any of your Representatives in violation of this Agreement, (ii) was within your possession prior to their being furnished to you by or on behalf of the Applicants pursuant hereto, provided that the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Applicants or any other party with respect to such information, (iii) becomes available to you on a non-confidential basis from a source other than the Applicants or any of their Representatives, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Applicants or any other party with respect to such information, or (iv) 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 Applicants and the Monitor may, in their sole discretion, withhold or provide information requested by you.
3. **Non-Disclosure and Restricted Use** – Subject to Section 13 below, you hereby agree that the Confidential Information will be kept confidential by you and will not, without the prior written consent of the Monitor or as otherwise permitted by this Agreement, be disclosed by you or any of your Representatives in any manner whatsoever, in whole or in part, and will not be used by you or any of your 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 Applicants or in any way that is, directly or indirectly, detrimental to the Applicants. Neither you nor any of your affiliates or Representatives shall alter, decompose, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder that relates to the Applicants’ research and development, intellectual property, processes, new product developments, product designs, formulae, technical information, patent information, know-how, or trade secrets. You agree to

comply with all applicable privacy laws in respect of Confidential Information relating to individuals. You recognize and acknowledge the competitive value and confidential nature of the Confidential Information and the damage that could result to the Applicants if any information contained therein is disclosed to any Person (as defined herein).

4. **Access Limited to Representatives** – You may reveal or permit access to the Confidential Information only to your 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 you of the confidential nature of the Confidential Information, who are directed by you to hold the Confidential Information in the strictest confidence, and who agree to act in accordance with the terms and conditions of this Agreement. At your sole expense, you shall take all necessary precautions or such measures as may be reasonable in the circumstances to prevent improper access to, or use or disclosure of, the Confidential Information by your Representatives, and you shall be responsible for any breach of this Agreement by any of your Representatives. You will, in the event of a breach of this Agreement or any disclosure of Confidential Information by you or any of your Representatives, other than as permitted by this Agreement, whether through accident, inadvertence, or otherwise, notify the Applicants and the Monitor of the nature of the breach promptly upon your discovery of the breach or disclosure.
5. **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 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.
6. **Privileged Material** – You acknowledge that certain of the Applicants’ 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 Applicants have a material interest in the preservation of Privilege in respect of all Privileged material (collectively, the “**Privileged Material**”). You acknowledge and agree (acting on your own behalf and as an 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. 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 Applicants’ 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 Applicants’ 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** – You and your Representatives will not, without the prior written consent of the Applicants, disclose to any Person the fact that the Confidential Information has been made available, that this Agreement 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 Restrictions** – 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 Applicants, or any affiliate, creditor, shareholder, customer, supplier or lender of the Applicants concerning their business, or the Applicants' operations, prospects or finances, the Confidential Information or any Transaction whatsoever.
9. **Proprietary Rights** – You acknowledge and agree that the Confidential Information is a proprietary asset of the Applicants and agree that as between you and the Applicants, the Applicants will retain proprietary rights in the Confidential Information and the disclosure of such Confidential Information shall not be deemed to confer upon you any right, license, interest or title whatsoever in respect of any Confidential Information.
10. **Return of Confidential Information** – If you determine not to pursue a Transaction, you will promptly inform the Applicants and the Monitor of that decision. At the time of such Notice (as defined below), or if, at any earlier time, the Monitor or the Applicants 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 Applicants, you shall provide written certification of compliance with this Section 10, executed by one of your duly authorized officers.

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 understand and acknowledge that the Applicants, 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 Applicants, 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 Applicants 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 Applicants. 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 Applicants nor you shall have any legal obligation of any kind whatsoever with respect to the completion of a Transaction by virtue of this Agreement. The Monitor, the Applicants and you further understand and agree that the Monitor and the Applicants are 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 Agreement 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 Monitor and the Applicants with written Notice so that they may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. You will cooperate with the Monitor and/or the Applicants 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 Applicants waive compliance with the provisions of this Agreement, 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. **Non-Solicitation; No-Hire** – Without the prior written consent of the Applicants, you agree that, during the Restriction Period (as defined below), you, your Representatives, and your affiliates will not, either directly or indirectly, solicit for employment, employ, or otherwise contract for the services of (or cause or seek to cause to leave the employ of the Applicants or any of their affiliates) any Person who is now employed or engaged (either as an employee or consultant), or who becomes employed or engaged during the term of this Agreement by the Applicants in their operations, except for Persons whose employment or engagement was terminated at least six (6) months prior to the date of such solicitation, employment, or contractual arrangements; provided, however, that this restriction shall not prevent you from hiring any such Person who contacts you on his or her own initiative, without any direct or indirect solicitation or encouragement from you. The prohibition contained in this Section 14 does not extend to general solicitations of employment by you not specifically directed towards the Applicants' employees or consultants. In the event that you consummate a Transaction with the Applicants, you and your Representatives will not be prohibited from soliciting or employing former employees of the Applicants after the Transaction is closed.
15. **Term** – This Agreement shall terminate on the earlier of: (i) two (2) years after the date of this Agreement, and (ii) six (6) months after completion of a Transaction (the “**Restriction Period**”); provided, however that such termination shall not affect the rights, powers, or remedies of each of the parties hereto prior to such termination; and provided however, that the rights and obligations in respect of the Confidential Information shall not terminate or expire and shall be perpetual.
16. **Amendment of Agreement** – This Agreement may not be amended, modified or waived except by an instrument in writing signed on behalf of each of the parties hereto.
17. **Successors and Assigns; Assignability** – This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement may not be assigned in whole or in part by a party without the prior written consent of the other parties. Any assignment or attempted assignment in contravention of this Section 17 shall be *void ab initio* and shall not relieve the assigning party of any obligation under this Agreement.
18. **Certain Definitions** – In this Agreement, the term “**affiliate**” shall mean a Person directly or indirectly controlling, or controlled by, or under common control with, the Applicants 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, the Applicants, any individual, corporation, partnership, limited partnership, joint venture, estate, association, trust, firm, unincorporated organization, or other entity of any kind or nature.

19. **Governing Law** – This Agreement 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 Agreement and any Transaction(s) 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 Agreement or the Transaction(s) contemplated hereby in the Court, including the objection that any such Proceeding has been brought in an inconvenient forum.
20. **Non-Waiver** – No failure or delay by the Applicants in exercising any right, power or privilege under this Agreement 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 Agreement.
21. **Notice** – Any notice, consent, or approval required or permitted to be given in connection with this Agreement (“**Notice**”) shall be in writing and shall be deemed sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail in accordance with the contact information provided herein by each undersigned party.

- (a) For the purposes of this Agreement, Notices to the Applicants shall be sent to:

Bennett Jones LLP

100 King Street West, Suite 3400
Toronto, ON M5X 1A4

Attention: Jesse Mighton / Jamie Ernst

Email: mightonj@bennettjones.com / ernstj@bennettjones.com

- (b) In the case of all communications by any party, the Monitor shall be copied at:

KSV Restructuring Inc.

220 Bay Street
Suite 1300, Box 20
Toronto, Ontario, M5J 2W4

Attention: Mitch Vininsky / Jordan Wong

Email: mvininsky@ksvadvisory.com / jwong@ksvadvisory.com

With a copy to:

Chaitons LLP

5000 Yonge Street, 10th Floor
North York, ON M2N 0A7

Attention: George Benchetrit

Email: george@chaitons.com

- (c) For the purposes of this Agreement, Notices to the Recipient shall be sent to:

[To completed by the Recipient]

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. (Toronto Time) in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. (Toronto 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 Applicants may, from time to time, change respective addresses by giving Notice to the other in accordance with the provisions of this Section 21.

22. **Indemnity** – You shall indemnify and hold harmless the Applicants, the Monitor and each of 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 Agreement by you or any of your Representatives.
23. **Injunctive Relief** – You acknowledge that disclosure of the Confidential Information or other breach of this Agreement may cause serious and irreparable damage and harm to the Applicants and that remedies at law would be inadequate to protect against breach of this Agreement, and agree in advance to the granting of injunctive relief in the Applicants' favour for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, 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 Applicants would be entitled.
24. **Entire Agreement** – This Agreement 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 Agreement 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 Agreement except as specifically set forth in this Agreement.
25. **Counterparts** – This Agreement may be executed and delivered by electronic transmission. An electronic signature shall have the same legal effect as a manual signature. This Agreement 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 Pages Follow]

Please confirm your agreement with the foregoing by signing and returning one copy of this Agreement to the undersigned, whereupon this Agreement shall become a binding agreement between you and the Applicants.

Very truly yours,

**HAKIM OPTICAL LABORATORY
LIMITED, LAWRENCE OPHTHALMIC
LAB INC. AND HAKIM OPTICAL
WORLDWIDE LENSES INC.**

Per:



Name: Sir Karim Hakim
Title: Authorized Signatory

[Signature page to Non-Disclosure and Confidentiality Agreement]

CONFIRMED AND AGREED this ____ day of ____, 2025

[Recipient]

By:

Name:

Title: