

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is made effective \_\_\_\_\_, 2023, by and between SCREO I 840 – 7<sup>th</sup> Inc. and its affiliates (collectively, “**SLATE**”) and \_\_\_\_\_ (the “**Recipient**”).

### RECITALS:

- A. SLATE intends to disclose highly confidential and sensitive information to the Recipient for the purpose (the “**Purpose**”) of the evaluation of a potential acquisition by the Recipient of an interest in one or more of SLATE’s properties (the “**Transaction**”); and
- B. The Recipient agrees to keep the information confidential pursuant to the terms of this Agreement.

**NOW THEREFORE IN CONSIDERATION** of the foregoing and the mutual agreements contained in this Agreement (the receipt of which are acknowledged), the parties agree as follows:

1. Definition. “**Confidential Information**” means all information, knowledge or data relating to the business, operations, assets, properties, liabilities, plans, prospects and affairs of SLATE, including the Purpose and Transaction, provided at any time and in any form, directly or indirectly, by or on behalf of SLATE to Recipient and whether or not it is identified or marked as “confidential”. Without limiting the foregoing, Confidential Information also includes all notes, analyses, compilations, forecasts, data, studies, interpretations, or other documents prepared by or on behalf of or for the benefit of, the Recipient that contain, reflect, summarize, analyze, discuss or review any Confidential Information (“**Work Papers**”).
2. Obligations of Recipient. The Recipient agrees:
  - a. to use the Confidential Information solely for the Purpose, and not, directly or indirectly, for any other purpose(s);
  - b. to employ adequate safeguards to keep the Confidential Information strictly confidential, which safeguards shall be no less onerous than the safeguards taken by the Recipient to prevent disclosure of its own confidential or proprietary information;
  - c. to ensure that the Confidential Information is not disclosed in whole or in part, directly or indirectly, to any third party outside the organization of Recipient except with the prior written approval of SLATE;
  - d. to limit dissemination of the Confidential Information to only those of Recipient’s affiliates, directors, officers, employees, accountants, auditors and legal counsel (“**Representatives**”) who have a demonstrable need to know the Confidential Information and to inform its Representatives of the confidential nature of the Confidential Information and procure that its Representatives comply with the obligations under this Agreement. The Recipient acknowledges that it will be responsible for any breach by its Representatives of the confidentiality provisions of this Agreement whether or not such Representatives have agreed to be bound by similar provisions;
  - e. to immediately notify SLATE in the event Recipient becomes aware that Confidential Information has been lost or otherwise disclosed contrary to the terms of this Agreement; and
  - f. to not disclose (i) the fact that the parties are having discussions with respect to the Transaction or the Purpose, or (ii) the existence or terms of this Agreement.
3. Exceptions. The obligations of Recipient under this Agreement shall not apply to Confidential Information, or a portion thereof, which Recipient can clearly demonstrate by sufficient evidence:

- a. is or becomes generally available to the public other than as a result of a disclosure, directly or indirectly by Recipient or its Representatives in breach of this Agreement;
  - b. is or becomes available to the Recipient on a non-confidential basis from a source other than SLATE, unless the Recipient knows, after due inquiry, that such source is prohibited from disclosing the information by a contractual, fiduciary or other legal obligation to SLATE;
  - c. is or was independently acquired or developed by the Recipient without violating its obligations under this Agreement; or
  - d. is required to be disclosed by law, regulation or judicial order, provided that prior to disclosing any Confidential Information, Recipient shall notify SLATE in writing (if legally permitted), and cooperate with SLATE to lawfully limit the extent of the disclosure and in obtaining an appropriate protective order or pursuing such legal action, remedy or assurance as SLATE deems necessary to preserve the confidentiality of the Confidential Information.
4. Indemnification. The Recipient agrees to indemnify and hold SLATE harmless from any claims, losses, damages or injuries of any kind or character (including, without limitation, reasonable legal fees) arising from or related to breach of this Agreement by the Recipient or its Representatives.
  5. Survival. The restrictions and obligations of the Recipient contained in this Agreement shall continue for a period of two (2) years to bind the Recipient, its successors, heirs or assigns.
  6. Disclaimer. The Recipient acknowledges and agrees that SLATE makes no representation or warranty, expressed or implied, as to the accuracy, reliability or completeness of the Confidential Information provided by it and none of our respective directors, officers, employees, agents or advisors will have any liability to Recipient or its Representatives or any other persons resulting from the use of or reliance on any of the Confidential Information except if and to the extent provided in a definitive written agreement concerning the possible Transaction involving Recipient. Nothing in this Agreement may be construed as an offer or an agreement in relation to the possible Transaction and SLATE may, in its sole and absolute discretion, end discussions or terminate negotiations at any time without incurring any liability or having to give reasons for doing so.
  7. Negotiation of Licenses. No rights or licenses, expressed or implied, are granted under this Agreement to the Recipient to any intellectual property rights of SLATE (including, without limitation, any patents, copyrights or trade secrets) as a result of or related to this Agreement.
  8. Injunctive Relief. The parties agree that if the Recipient or its Representatives utilizes or otherwise uses any of the Confidential Information, or if the Recipient or its Representatives disclose any of the Confidential Information to any other person, entity or organization, contrary to the terms of this Agreement, that such use or disclosure would have a material impact on SLATE's continuing ability to compete profitably and would result in immediate and irreparable injury, loss or damage to SLATE.

The parties agree that in such event, in addition to SLATE's right to recover damages for a breach of this Agreement, SLATE would be entitled to obtain a restraining order or a preliminary injunction from a court of competent jurisdiction to prevent the Recipient from engaging in any further use or disclosure of any Confidential Information.

9. Return of Information. Recipient agrees that SLATE shall have the right to demand at any time the immediate destruction or return of Confidential Information, excluding Work Papers, and any and all copies thereof in possession of Recipient, and Recipient shall forthwith return or destroy the same. Upon SLATE's

request, Recipient shall destroy all copies of Work Papers. Notwithstanding the foregoing, the Recipient may retain data or records in electronic form containing Confidential Information as required by any applicable laws or regulations to which the Recipient is subject. Upon request, Recipient shall certify the return and/or destruction of the Confidential Information and/or Work Papers, by a certificate of one of its senior officers. The return and/or destruction of Confidential Information shall in no event relieve Recipient of its obligations of confidentiality set out in this Agreement with respect to such returned and/or destroyed Confidential Information.

10. **Integration.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all prior discussions, representations, and amendments of understandings of every kind and nature between them.
11. **Amendments.** Except as otherwise provided in this Agreement, the Agreement may not be amended, altered or any of its provisions waived on behalf of either party, except in writing by either party, or a duly authorized agent of either party.
12. **Assignable.** This Agreement and the rights and duties under this Agreement may not be assigned by either party without the prior written consent of the other party.
13. **Benefit.** This Agreement shall be binding upon and inure to the benefit of SLATE and its respective successors and permitted assigns and the Recipient and its successors and permitted assigns.
14. **Notice.** Any notice, consent or approval required or permitted to be given in connection with this Agreement ("**Notice**") will be in writing and will be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

**To SLATE at:**

c/o Slate Asset Management L.P.  
121 King St W – Unit 200  
Toronto, Ontario  
M5H 3T9  
Attention: General Counsel  
E-mail: ramsey@slateam.com

**To the Recipient at:**

\_\_\_\_\_  
[INSERT full Name and Address]  
Attention: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Any Notice delivered or transmitted as provided above will 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 will be deemed to have been given and received on the next business day. SLATE and the Recipient may, from time to time, change their respective addresses by giving Notice to the other party in accordance with the provisions of this section.

15. **Applicable Law.** The Agreement shall be governed by and will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably (a) submit to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario in respect of any actions or proceedings ("**Proceedings**") relating in any way to this Agreement and the transactions contemplated hereby (and agree not to commence any Proceeding relating thereto except in such courts); and (b) waive any objection to the venue of any Proceeding relating to this Agreement or the transactions contemplated hereby in the courts of competent jurisdiction in the Province of Ontario, including the objection that any such Proceeding has been brought in an inconvenient forum.
16. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be enforceable against the party actually executing the counterparts, and all of which together shall constitute one instrument.

17. Severability. If, in any jurisdiction, any provision of this agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision will, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction and without affecting its application to other parties or circumstances.
18. Authority to Execute. Each party warrants and represents to the other party that this Agreement will be binding upon it once executed, and that the individual executing this document is authorized or has been empowered to do so.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first written above.

**SCREO I 840 – 7th Inc.**

\_\_\_\_\_  
**[Recipient]**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Name:**

**Title:**

**Title:**

**Date:**

**Date:**