

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
("Agreement")

TO: Springer Aerospace Holdings Limited and 1138969 Ontario Inc. (collectively, "Springer")

AND

TO: MNP Ltd. as the court-appointed monitor of Springer (the "**Monitor**")

Re: Sale and Investment Solicitation Process

On November 23, 2022, Springer obtained an initial order under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") from the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which was amended and restated pursuant to an Amended and Restated Initial Order on December 2, 2022 (the "**Initial Order**"). The Initial Order, among other things, appointed the Monitor pursuant to the CCAA and approved the engagement of Cedar Croft Consulting Inc. as chief restructuring officer to Springer ("**CRO**").

In accordance with the Initial Order, Springer was authorized to pursue all avenues of refinancing, restructuring, sale and reorganization of its business or property, in whole or part, subject to prior approval of the Court. On December 22, 2022, the Court made an order approving a Sale and Investment Solicitation Process (the "**SISP**") pursuant to which Springer is authorized to solicit interest in and opportunities for a restructuring, recapitalization, sale, or refinancing of Springer's assets and/or business operations, or part thereof (the "**SISP Order**"). The terms of the SISP are appended as Schedule "A" to the SISP Order which may be accessed on the Monitor's website at [<https://mnpdebt.ca/-/media/files/mnpdebt/corporate/corporate-engagements/ccafiling/springer-aerospace/sale-process-order.pdf>].

The undersigned has expressed an interest in reviewing the information more particularly defined below (the "**Information**") solely for the purpose of determining its potential interest in submitting an offer to restructure, recapitalize, purchase or refinance Springer's assets or business, or part thereof, in accordance with the SISP terms (the "**Permitted Purpose**"). The undersigned understands and agrees that Springer is willing to provide it with the Information, but, in accordance with the SISP and the SISP Order, may only do so on the condition that the undersigned provides the covenants, warranties and undertakings set out in this Agreement with respect to the Information. For greater clarity, this Agreement constitutes the "NDA" referred to in the SISP, including without limitation s. 8 thereof.

In consideration of Springer providing such Information and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the undersigned agrees as follows:

1. **“Information”** means any and all information regarding Springer, whether delivered orally, in writing or by other media; provided, however, that Information shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the undersigned or any Permitted Person (as defined below) in breach of this Agreement;(ii) was in the possession of or becomes available to the undersigned or any Permitted Person on a non-confidential basis from a source that, to the knowledge of the undersigned, is not bound by a confidentiality obligation in respect to the Information and is from a source other than Springer or any party retained by Springer; or (iii) is or was developed independently by the undersigned or any Permitted Person (as defined herein) without reliance on the Information.
2. The undersigned acknowledges and agrees that the Information contains sensitive confidential business information about Springer. The undersigned acknowledges that unauthorized use or disclosure of the Information will cause substantial and irreparable damage to Springer’s business and competitive position.
3. The undersigned acknowledges and agrees that Springer will provide the Information to it solely for the Permitted Purpose. The undersigned covenants and warrants that it and any **“Permitted Persons”** (which term shall collectively include any and all of the undersigned’s officers, professional counsel, directors, agents, employees, consultants or other representatives or persons who the undersigned reasonably requires have access to all or some of the Information strictly to the extent necessary for the Permitted Purpose, and to whom Information is so provided by the undersigned) shall not use the Information for any purpose other than the Permitted Purpose and shall not disclose to any third party the fact that any Information has been provided to the undersigned or Permitted Persons. For greater certainty, the undersigned and the Permitted Persons shall not use the Information in carrying on their business or that of any affiliate, as defined in the *Securities Act* (Ontario), and will not disclose the Information to any other person, firm, corporation or organization without Springer’s prior written consent.
4. For greater certainty, but without limiting its covenant and warranty to keep the Information confidential, the undersigned shall take all reasonable steps to prevent the disclosure of the Information, by ensuring that:
 - a) only Permitted Persons shall have access thereto, and they shall be instructed and required to treat the Information as confidential;
 - b) proper and secure storage is provided for all written Information or any Information which is stored on any computer or data retrieval system;
 - c) the undersigned shall not make, permit or cause to be made copies of the Information, other than for the Permitted Purpose and subject to the terms herein; and

- d) the undersigned shall not disclose, to any person other than the Permitted Persons, for any reason whatsoever, the Information or any discussions regarding the Information, unless:
- (i) disclosure is required under federal or provincial law;
 - (ii) any regulatory body having jurisdiction requires disclosure; or
 - (iii) disclosure is required to be made by the undersigned pursuant to due legal process.
5. In the event that the undersigned or any Permitted Person becomes legally compelled to disclose any of the Information, the undersigned shall, to the extent legally permitted, provide Springer with prompt written notice so that Springer may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that either such protective order or other remedy is not obtained or Springer waives compliance with provisions of this Agreement, the undersigned shall provide only that portion of the Information which is legally required and shall exercise commercially reasonable efforts to obtain reliable assurance that the Information will be treated as confidential.
6. In addition to its other obligations under this Agreement, the undersigned will comply with all applicable privacy laws regarding its collection, use, protection and disclosure of personal information contained in the Information.
7. Upon request from Springer, the undersigned will promptly destroy or return to Springer all Information, any copies thereof, and all notes, correspondence, documents or other records relating to the Information in the undersigned's possession. The destruction, by the undersigned, of any Information shall not affect any of its obligations hereunder.
8. Springer, the Monitor or the CRO shall not be deemed to have made any representation or warranty, whether express or implied, as to the accuracy or completeness of the Information. The undersigned agrees that neither Springer, the Monitor or the CRO will have any liability, direct or indirect, to the undersigned or any Permitted Persons relating to or resulting from the Information or the use by the undersigned of, or reliance on, the Information, errors in the Information, or omissions from the Information.
9. It is understood that this Agreement does not require Springer, the Monitor or the CRO to enter into any further definitive agreement or to disclose any particular information to the undersigned.

- 10. It is understood that this Agreement does not grant any intellectual property rights in the Information to the undersigned and does not grant the undersigned with any rights in or to the Information, except as specifically provided herein or the SISP.
- 11. The undersigned agrees to immediately provide Springer with written notice of any actual or possible breach of the terms of this Agreement or unauthorized disclosure or use of the Information.
- 12. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be sent by email to the following addresses:

a) in the case of Springer, as follows:

Springer Aerospace Holdings Limited
 c/o Reconstruct LLP
 Attention: Sharon Kour
 Telephone: (416) 875-5243
 Email: skour@reconllp.com

With a copy to the Monitor (to the attention of Sheldon Title):
 Sheldon.Title@mdp.ca

b) in the case of the undersigned, as follows:

 (Name – Company or First and Last)

 (Street/RR/PO Box No., Suite/Unit No.)

 (City/Town) (Province)

 (Postal Code)

Attention: ●
 Telephone: ●
 Email: ●

Any notice by email shall be deemed to have been received on the date the email was sent. Either of Springer or the undersigned may change its address for service of notice or the person to whom such notice shall be directed from time to time by notice given in accordance with the foregoing.

- 13. The undersigned agrees that it shall not and may not assign this Agreement or any of its rights hereunder, either in whole or in part.
- 14. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (and, if applicable, the federal laws of Canada) without regard to

conflict of laws principles. Each of Springer and the undersigned hereby irrevocably attorn to the jurisdiction of the Court (as defined above) and Springer's CCAA proceeding with respect to this Agreement.

15. The undersigned acknowledges that any breach of this Agreement would cause serious and irreparable damage and harm to Springer, and that remedies at law would be inadequate to protect against breach of this Agreement. Therefore, the undersigned agrees in advance to the granting of injunctive relief in favour of Springer for any breach or reasonably anticipated breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages, in addition to any other remedy to which Springer would be entitled.
16. Any unauthorized disclosure or use of Information by Permitted Persons will be deemed to have been by the undersigned, and the undersigned will be responsible and liable for any breach of this Agreement by Permitted Persons as though it was its own.
17. This Agreement will remain in effect until the date that is one (1) year from the date that either party, by notice in writing, terminates negotiations with respect to the SISP (the "**Termination Date**").
18. Non-Solicitation: The undersigned agrees that it and its affiliates (together, the "**Covered Entities**") shall not, prior to the Termination Date, solicit, employ or retain or engage on a consulting or advisory basis or otherwise, any director, officer, employee or contractor of Springer without the prior written consent of Springer; provided, that the Covered Entities shall not be precluded from hiring any person (a) 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 Springer; (b) 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; (c) whose employment with Springer is terminated by Springer; or (d) with whom the Covered Entities have not had any contact or of whom the Covered Entities have not become aware of based on the Information.
19. Non-Interference: The undersigned agrees that neither it, nor any of its affiliates will, directly or indirectly, use the Information of Springer to solicit, induce, encourage or otherwise cause any of Springer's customers, suppliers, manufacturers, distribution partners, clients, advertisers, marketing representatives, investors, lenders, advisors, consultants, or any party with whom Springer or its affiliates have a commercial or business relationship (contractual or otherwise), to alter, change, modify, cancel, discontinue, limit or refrain from entering into any commercial or business relationship (contractual or otherwise) with Springer or its affiliates, without Springer's express prior written consent; nor will the undersigned or any of its affiliates use the Information of Springer to solicit or attempt to initiate a new business relationship, or modify the terms of an existing business relationship, with any such customer,

supplier, manufacturer, distribution partner, client, advertiser, marketing representative, investor, lender, advisor or consultant.

- 20. This Agreement shall enure to the benefit of Springer and any purchaser, or purchasers, of the whole or any part of Springer, its business or its property, and their respective representatives and assigns, and shall be binding upon the undersigned and its heirs, executors, administrators, legal personal representatives, successors and permitted assigns.
- 21. The undersigned acknowledges and agrees that it has had the opportunity to obtain independent legal advice as to the terms and conditions of this Agreement and has either received same or expressly waived its right to do so.
- 22. Failure to enforce any provision of this Agreement will not constitute a waiver of any term hereof.
- 23. If any provision of this Agreement is deemed void by law, the remaining provisions will continue in full force and effect.
- 24. This Agreement may be executed in counterparts, each of which will be deemed an original and each of which together will constitute one and the same instrument.
- 25. With the exception of the terms of the SISP Order and the terms of the SISP related to confidentiality, this Agreement constitutes the entire agreement between the undersigned and Springer with respect to the subject matter hereof and supersedes all prior agreements and or discussions relating to the subject matter hereof. This Agreement may only be amended by further written agreement between the parties.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned has executed this Agreement and hereby agrees to all of the covenants and undertakings contemplated herein.

Dated at _____ this _____ day of _____ 2023.

_____ (Signature of Person – Individual) Name:	OR	_____ (Name of Corporation) Per:
_____ (Signature of Witness – Individual) Name:		_____ (Signature of an Authorized Signing Officer) Name: Title

I have the authority to bind the corporation