



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**TO: MNP Ltd.,**  
Court-Appointed Receiver and Manager of Turuss (Canada) Industry Co., Ltd. (“**Turuss**”)

### **Re: Purchase of the Property of Turuss**

MNP Ltd. in its capacity as Court-Appointed Receiver and Manager of Turuss (the “**Receiver**”) is soliciting offers to purchase (the “**Sales Process**”) the real property (the “**Property**”) of Turuss. 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 purchase the Property (the “**Permitted Purpose**”). The undersigned understands and agrees that MNP Ltd., in its capacity as Receiver is willing to provide it with the Information, on the condition that the undersigned provides its covenants and undertakings as set out herein with respect to the Information.

The undersigned acknowledges and agrees that the Information contains sensitive confidential business and other information about the Property. The undersigned agrees that it shall keep the Information confidential and that it shall make no use of the Information other than in accordance with the Permitted Purpose.

In consideration of the Receiver 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 confidential information provided regarding the Property provided by the Receiver and any party retained by the Receiver in connection with the Property and the Sales Process.
2. The undersigned acknowledges and agrees that the Receiver will furnish the Information to it solely for the Permitted Purpose, and the undersigned covenants that it (which, for the purposes of such covenant shall include any and all of its officers, professional counsel, directors, agents or employees or any other person who receives any of the Information from any of them, such as professional consultants and other representatives – all of which are collectively referred to hereafter as “**Permitted Persons**”) shall not use the Information for any purpose other than the Permitted Purpose. 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 the Receiver’s prior written consent. The undersigned shall provide the Receiver with lists of all persons to whom any Information will be made available.
3. The undersigned acknowledges that the Receiver shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any of the Information furnished to it at any time, nor shall the Receiver have any liability to the undersigned or its representatives relating to or arising from its use of any of the Information. The undersigned further acknowledges that if it determines to engage in a transaction with the Receiver, such determination will be based solely on the terms of any definitive written agreement covering that transaction and its own investigation, analysis and evaluation of the transaction.

4. For greater certainty, but without limiting its covenant 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 whose duties require them to review the Information 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; and
  - d) the undersigned shall not disclose either the Information or the fact that discussions regarding the opportunity to purchase the Property are taking place or the status thereof to any person other than the Permitted Persons for any reason whatsoever unless:
    - (i) in the reasonable opinion of the Receiver or its lawyers, disclosure is required under federal or provincial law;
    - (ii) any securities commission, stock exchange or other 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 provide the Receiver with prompt notice so that the Receiver may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Confidentiality and Non-Disclosure Agreement. In the event that either such protective order or other remedy is obtained or the Receiver waives compliance with provisions of this Confidentiality and Non-Disclosure Agreement, the undersigned shall furnish only that portion of the Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Information.
6. Upon gaining access to the Information, the undersigned will not contact the tenant at the Property, any director, officer, employee or stakeholder of Turuss or its affiliates with respect to the Information or any other matter contemplated in this Agreement, without the express consent of the Receiver.
7. The undersigned acknowledges and agrees that: (a) the Receiver reserves the right, in its reasonable business judgment, and subject to competitive and other business considerations, to decline access to all or part of the Information, at any time, and (b) the Receiver reserves the right to reject any and all offers for the Property or to terminate discussions and negotiations with the undersigned at any time all in accordance with the terms of the Sale Process. The exercise by the Receiver of these rights shall not affect the enforceability of any provision of this Agreement.
8. The undersigned shall indemnify and hold the Receiver, its officers, directors, employees and agents, harmless from any and all loss or damage (including legal costs) which arise directly from the unauthorized disclosure or use of the Information by the undersigned, or by its officers, employees, professional consultants and representatives or in any other way which is contrary to the terms of this Confidentiality and Non-Disclosure Agreement.

- 9. The Information, together with any copies thereof, shall be returned to the Receiver immediately upon request without retaining copies thereof. The return, by the undersigned, of any Information to the Receiver shall not affect any of its obligations hereunder.
- 10. It is agreed that monetary damages would not be a sufficient remedy for any breach of this Confidentiality and Non-Disclosure Agreement and the undersigned agrees that the Receiver shall be entitled to injunctive relief, specific performance or any other appropriate equitable remedies for any such breach. Any of such remedies shall not be deemed to be the exclusive remedy for any breach of this Confidentiality and Non-Disclosure Agreement but shall be in addition to other remedies available at law or in equity to the Receiver. In the event the Receiver brings an action to enforce the undersigned’s obligations hereunder, the undersigned shall reimburse the Receiver for all costs and expenses, including legal fees, incurred by the Receiver in that regard.
- 11. Any notice required or permitted to be given under this Confidentiality and Non-Disclosure Agreement shall be given in writing and shall be either hand delivered or sent by courier, pre-paid registered mail, facsimile transmission or email to the following addresses:

(i) in the case of the Receiver, as follows:

MNP Ltd.  
 111 Richmond Street West, Suite 300  
 Toronto, Ontario M5H 2G4  
 Attention: Jerry Henechowicz  
 Telephone: (416) 515-3924  
 Email: jerry.henechowicz@mnp.ca

(ii) 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 personally delivered, email or by facsimile transmission shall be deemed to have been received on the date of delivery. Any notice sent via pre-paid registered mail shall be deemed to have



been received on the fourth business day following mailing. Any notice sent via courier shall be deemed to have been received on the following business day after actual receipt thereof by the recipient. Either of the Receiver 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.

- 12. 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.
- 13. 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) and each of the undersigned hereby irrevocably attorn to the jurisdiction of the courts of the province of Ontario.
- 14. The undersigned acknowledges and confirms that any costs incurred by any inspector, engineer, contractor or other consultant or agent engaged by it to review any of the Information or the Property are solely the undersigned's obligation and responsibility.
- 15. 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.
- 16. This Agreement shall enure to the benefit of the Receiver and any purchaser of the 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.
- 17. This Agreement constitutes the entire agreement between the undersigned and the Receiver 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 \_\_\_\_\_ 2020

**OR**

\_\_\_\_\_  
(Signature of Person – Individual)  
Name:

\_\_\_\_\_  
(Name of Corporation)  
Per:

\_\_\_\_\_  
(Signature of Witness – Individual)  
Name:

\_\_\_\_\_  
(Signature of Authorized Signing Officer)  
Name:  
Title

I have the authority to bind the corporation

