

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

TO: MNP LTD., In its capacity as licensed insolvency trustee (the “**Trustee**”) of 0932293 B.C. Ltd. o/a Cellicon, a bankrupt (“**Cellicon**”).

Re: Purchase of certain assets, intellectual property, and lease agreements of Cellicon

The Trustee is soliciting offers to purchase certain assets, including the intellectual property and lease agreements (together referred to as “**Property**”) of Cellicon. The undersigned has expressed an interest in reviewing the Information (as defined below) 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 Trustee 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 information about Cellicon and the Property; and, possibly, third-parties. 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 Trustee 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 the Cellicon and the Property provided by the Trustee and any party retained by the Trustee in connection with Cellicon and the Property.
2. The undersigned acknowledges and agrees that the Trustee 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 Trustee’s prior written consent. The undersigned shall provide the Trustee with lists of all persons to whom any Information will be made available, provided that any such persons undertake to maintain the confidentiality of such Information.
3. The undersigned acknowledges and agrees that the Trustee 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 Trustee have any liability to the undersigned or its representatives relating to or arising from its use of any of the Information.
4. The undersigned unconditionally acknowledges and agrees as follows:

- a) neither Cellicon nor the Trustee has made or makes any covenants, representations, warranties, collateral agreements, assurances or promises of any type or kind whatsoever as to the Information including, without limitation, the completeness or accuracy of the Information and the Information is being provided solely as a courtesy for the convenience of the undersigned;
- b) the undersigned will examine, use and rely upon the Information solely and only at its sole and own risk and without any implied or expressed representation, warranty, covenant, assurance, promise, or collateral agreements whatsoever on the part of the Trustee; and
- c) neither Cellicon nor the Trustee is and shall not ever be under any obligation to advise the undersigned as to any matter, thing, circumstance or changes in circumstances, facts or occurrences or any other reason or cause which may render the Information to be inaccurate, incomplete or outdated in whole or in part.

The provisions of this section shall survive the termination of this Agreement.

- 5. 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 Trustee 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.
- 6. In the event that the undersigned or any Permitted Person becomes legally compelled to disclose any of the Information, the undersigned shall provide the Trustee with prompt notice so that the Trustee 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 obtained or the Trustee waives compliance with provisions of this 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.

7. The undersigned shall indemnify and hold the Trustee, 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 Agreement.
8. If no agreement with the undersigned to purchase the Property is finalized and completed, the undersigned acknowledges and agrees that it and the Permitted Persons shall continue to be bound to hold the Information in confidence for a period of three (3) years from the date of this Agreement and the Information together with any copies thereof shall be returned or deleted and destroyed immediately on request by the Trustee, without the undersigned or any Permitted Person retaining copies thereof.
9. It is agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement and the undersigned agrees that the Trustee 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 Agreement but shall be in addition to other remedies available at law or in equity to the Trustee. In the event the Trustee brings an action to enforce the undersigned's obligations hereunder, the undersigned shall reimburse the Trustee for all costs and expenses, including legal fees, incurred by the Trustee in that regard.
10. For greater certainty, the undersigned acknowledges and agrees that:
 - a) this Agreement is not intended to, and does not obligate Cellicon or the Trustee to enter into any further discussions, negotiations, or agreements or to otherwise proceed with a Transaction or any other potential business relationship;
 - b) nothing in this Agreement shall be deemed to constitute, create, or otherwise recognize the existence of a joint venture, partnership, or other formal business entity of any kind between the parties;
 - c) nothing in this Agreement shall imply or create any exclusive relationship between the parties and the parties are free to pursue discussions and potential business relationships with other parties;
 - d) no contract or agreement providing for a Transaction shall be deemed to exist between the parties unless and until a definitive agreement with respect to the Transaction has been executed and delivered; and
 - e) unless and until a definitive agreement with respect to a Transaction has been executed and delivered, neither Cellicon or the Trustee has any legal obligation or legal liability of any kind with respect to entering into any such Transaction by virtue of this Agreement or otherwise.

11. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be either hand delivered or sent by courier, pre-paid registered mail or facsimile transmission to the following addresses:

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

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto, Ontario M5H 2G4
Attention: Sheldon Title
Telephone: (416) 263-6945
Facsimile: (416) 596-7894
Email: Sheldon.title@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: _____

Fax: _____

Email: _____

Any notice personally delivered 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 Trustee 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 counsel, any consultant, contractor or other advisor 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 Trustee 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. No failure or delay by a party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege under this Agreement.
18. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
19. This Agreement may be executed and delivered by facsimile or electronic transmission and the execution and delivery of this Agreement by facsimile or electronic transmission shall be deemed to be and may be relied upon by the party receiving same as an originally signed document and shall be binding on the party delivering same.
20. This Agreement constitutes the entire agreement between the undersigned and the Trustee 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 _____ 2021

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