

CONFIDENTIALITY AGREEMENT

MNP Ltd., in its capacity as court-appointed receiver of all assets, undertakings and properties of Vital Properties Inc.

1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

Attention: John Haralovich (John.Haralovich@mnp.ca)

Dear Sir:

For the purposes of evaluating a potential transaction (a "**Transaction**") involving any or all of the assets, undertakings and properties of Vital Properties Inc. (the "**Debtor**"), including, without limitation, the Debtor's leasehold interest in the property municipally known as 380 Hunt Club Road, Ottawa (the "**Property**"), I/we (the "**Interested Party**") request that MNP Ltd., in its capacity as court-appointed receiver of the assets, undertakings and properties of the Debtor pursuant to an order of the Ontario Superior Court of Justice (Commercial List) dated May 7, 2025 (the "**Receiver**") provide the Interested Party and/or its directors, officers, employees, representatives and agents (collectively, the "**Representatives**") with confidential information relating to the Debtor and/or the Property.

In consideration of the Receiver agreeing to provide the Interested Party with such information, including by access to an electronic data room, the Interested Party agrees with the Receiver as follows:

- a) To treat confidentially such information and any other information that the Receiver or any of its advisors or realtors furnish to the Interested Party and the Representatives, whether: (i) furnished before or after the date of this Agreement; (ii) furnished orally or in writing; or (iii) otherwise recorded or gathered by inspection, and regardless of whether such information is specifically identified as "confidential" (collectively, the "**Information**").
- b) Not to use any of the Information for any purpose other than the exclusive purpose of evaluating the possibility of entering into a Transaction. The undersigned agrees that the Information will not be used in any manner that is detrimental to the Receiver or the Debtor and that the Information will be kept confidential by the Interested Party and the Representatives and that the Representatives shall be informed by the undersigned of the confidential nature of the Information and shall be directed to treat the Information confidentially. The Interested Party shall be responsible for any breaches of this Agreement by any of the Representatives.
- c) The Interested Party and the Representatives will store the Information properly and securely and ensure that appropriate physical, technological and organizational measures are in place to protect the Information against unauthorized or unintended access, use or disclosure.
- d) The Interested Party and the Representatives will not, without the prior written consent of the Receiver, disclose to any person(s) that (i) the Information has been made available, (ii) this Agreement has been entered into, or (iii) any Transaction is being considered, which includes the disclosure of any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.
- e) The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual or any combination of one or more of the foregoing.
- f) At any time, upon the request of the Receiver, the Interested Party and/or the Representatives agree to promptly return or destroy, without any right of compensation or indemnity, all Information without retaining any copies thereof or any notes relating thereto or reproductions or any part thereof in their possession without regards to the form or format. The undersigned will certify as to the return or destruction of all Information in the possession of the Interested Party and/or the Representatives and related notes and copies of such information and that no Interested Party nor Representative has a copy of the Information, nor have they provided any of the Information to any party in breach of this Agreement.
- g) In the event the Interested Party and/or its Representatives are required or requested by legal process to disclose any of the Information, the undersigned will provide the Receiver with prompt written notice of such requirement or request so that the Receiver may take appropriate actions to protect the disclosure of such

Information.

- h) The Interested Party will indemnify and hold harmless the Receiver and its directors, officers, employees, representatives and agents, including 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 the Interested Party or the Representatives.
- i) The Interested Party agrees that the Receiver makes no representations or warranties as to the accuracy or completeness of the Information. The undersigned further agrees that none of the Receiver or any other author of or person providing Information shall have any liability to the undersigned nor any of its Representatives arising from the disclosure or use of the Information by the undersigned or its Representatives.
- j) The Interested Party represents and warrants that it shall be responsible for any costs associated with its review of the Information and that the Representatives shall be required to execute, and be bound by, this Agreement. The Interested Party shall retain a copy of such executed Confidentiality Agreement and will provide it to the Receiver immediately following its request.
- k) The Interested Party agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement by it or the Representatives and that any court having jurisdiction may enter a preliminary and/or permanent restraining order, injunction or order for specific performance in the event of an actual or threatened breach of any of the provisions of this Agreement, in addition to any other remedy available to the Receiver.
- l) The undersigned hereby agrees to observe all the requirements of any applicable privacy legislation including, without limitation, the Personal Information Protection and Electronic Documents Act (Canada) with respect to personal information which may be contained in the Information.
- m) This Agreement shall be governed by the laws of the Province of Ontario and those of Canada applicable therein.
- n) This Agreement shall enure to the benefit of the Receiver and its successors and assigns and shall be binding upon the undersigned and its heirs, executors, administration, successors and assigns.

DATED this _____ day of _____, 2026

Company Name (Please Print)

By (Authorized Signing Officer's Signature)

Officer's Name and Title

Telephone Number

Email Address