

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is entered into and is effective on August ____, 2022, by and between _____ (the “**Receiving Party**”), Solution Highpoint Inc. (“**Highpoint**” or the “**Disclosing Party**”) and Raymond Chabot Inc. (“**RCI**” or the “**Receiver**”), in its capacity as receiver to the Debtor’s property and not in its personal capacity. The Disclosing Party, the Receiver and the Receiving Party are defined as the “**Parties**” and each individually a “**Party**”.

1. **Purpose of the Agreement.** In the context of a potential and eventual transaction regarding Highpoint (the “**Purpose**” or the “**Transaction**”), Confidential Information may be made available to the Receiving Party solely upon the representations and covenants of the Receiving Party set forth herein.

2. **Representatives.** “**Representatives**” means Receiving Party’s employees, directors, officers, partners, agents or advisors (including without limitation, real estate brokers, attorneys, accountants, consultants, bankers and financial advisors), who need to know the Confidential Information for the Purpose and who agree to abide by the terms of this Agreement or who are subject to confidentiality obligations whose terms are substantially the same as, and no less stringent than, those hereof.

3. **Confidential Information.** “**Confidential Information**” shall include any non-public information, knowledge or data regarding Highpoint that is provided to the Receiving Party by or on behalf of the Disclosing Party, including, without limitation, any proprietary or non-public information regarding customers, products, know-how, costs, pricing, finances, marketing plans, business opportunities personnel and any other non-public technical or business information of Highpoint, or any other non-public business information that the Disclosing Party is required to keep confidential, or that the Receiving Party knows or has reason to know, is confidential, whether such information is communicated orally, visually or in writing (in each case, prior to, on or after the date hereof). The term “**Confidential Information**” shall also include any notes, analyses, compilations, studies, interpretations or other documents prepared by the Receiving Party or its Representatives that contain, reflect or are based, in whole or in part, on the information provided hereunder. Confidential Information does not, however, include information that: (a) is now, or subsequently becomes generally available to the public through no fault or breach on the part of the Receiving Party or its Representatives; (b) the Receiving Party can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure to the Receiving Party or its Representatives by the Disclosing Party; (c) is independently developed by the Receiving Party without the use of any Confidential Information; (d) the Receiving Party or its Representatives rightfully obtains from a third party who has the right to transfer or disclose it and who provides it without a confidentiality obligation; (e) is available to the Receiving Party or its Representatives through analysis of publicly available products or resources.

If information is disclosed to the Receiving Party about identifiable individuals forming part of the Confidential Information then: (i) the Receiving Party will comply with the *Personal Information Protection and Electronic Documents Act* (Canada) (the “**Act**”) to the extent the Act is applicable to the Receiving Party and any similar provincial legislation governing the protection of personal information, as defined in the Act (“**Personal Information**”) in the private sector to the extent such provincial legislation is applicable to the Receiving Party in the course of collecting, using and disclosing Personal Information in connection with the Transaction; and (ii) the Receiving Party will: (a) collect and use Personal Information only for the purpose of the Transaction; (b) only disclose Personal Information to its Representatives who need to know such Personal Information for the purpose of the Transaction; and (c) use appropriate security measures to safeguard all Personal Information against unauthorized collection, access, use or disclosure.

4. **Nondisclosure And Non-Use.** The Receiving Party: (a) acknowledges the proprietary and nonpublic nature of Confidential Information and will hold same in strict confidence; (b) will take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information, including by its representatives; (c) will not copy, disclose, publish, or disseminate Confidential Information to anyone other than those of Representatives; and (d) will not use Confidential Information other than for the Purpose for its own, or any third party's benefit without the prior written approval of the Receiver in each instance. Specific potential sources of equity funding may be included as Representatives hereunder, subject to the express prior written consent of the Receiver, which may be given or withheld in its sole discretion. The Receiving Party agrees to be responsible for any breach of this Agreement by its Representatives. If the Receiving Party receives notice that it may be required, or ordered by any law, regulation, legal, regulatory or judicial process, rule or practice governing professionals, judicial, or governmental entity to disclose Confidential Information, it will take reasonable steps to give Disclosing Party sufficient prior notice to enable it to contest such requirement or order. The Receiving Party will not, and will direct its Representatives not to, without the prior written consent of the Disclosing Party, disclose to any person or third party (i) the fact that the Confidential Information has been made available to the Receiving Party and its Representatives, (ii) that discussions or negotiations are taking or have taken place concerning the Purpose or involving the Receiving Party or (iii) any term, condition or other fact relating to the Purpose or such discussions or negotiations, including, without limitation, the status thereof or the subject matter of

this Agreement. The Receiving Party and its Representatives shall not, without the prior written consent of the Receiver: (i) act as a joint bidder or co-bidder with any other Person in connection with any Transaction or (ii) enter into any agreement or arrangement with any potential funding source(s) that could reasonably be expected to limit, restrict or otherwise impair, directly or indirectly, the ability of such funding source(s) to provide financing or other assistance to any other potential Party to the Transaction.

5. Retained Rights. Notwithstanding anything to the contrary contained herein, this Agreement shall not affect the Receiving Party's right to independently develop or acquire products without use of the other Party's Confidential Information.

6. Ownership. The Receiving Party shall not remove or alter any notice of copyright, trademark, logo or legend or any other evidence of ownership, from any originals or copies of Confidential Information obtained from the Disclosing Party. Nothing herein, nor any disclosure contemplated hereby, shall be deemed to transfer to the Receiving Party or any other person any interest in, or confer in the Receiving Party or any other person any right, lease or license (including, without limitation, with respect to patents, trade secrets, copyrights, trademarks or other intellectual property rights) over, the Confidential Information whatsoever beyond those interests and rights expressly provided for in this Agreement.

7. No Warranty, Obligation or Grant of Rights. All information is provided "AS IS," and without any warranty, express, implied, or otherwise, including but not limited to any warranties regarding its performance, accuracy, or non-infringement of third party rights, or its merchantability, or fitness for a particular purpose. This Agreement does not constitute a representation, assurance, guarantee or inducement by either Party to the other, or a license to any Intellectual Property disclosed hereunder. Neither Party shall be obligated to enter into any other agreement between them.

8. Equitable Relief. It is understood that the Disclosing Party may institute proceedings against the Receiving Party (and others who are bound by the terms hereof) to enforce its rights hereunder. Money damages may not be a sufficient remedy for any violation of the Agreement and, accordingly, the Disclosing Party shall be entitled to specific performance and injunctive relief as remedies for any violation, in addition to any other rights and remedies it may have.

9. Return of Confidential Information. The Receiving Party will, at the Receiver's request, either destroy or return to the Disclosing Party promptly upon written request or upon termination or expiry of this Agreement, all documents, records, and copies thereof containing Confidential Information or derivatives thereof

in any form or format, whether supplied by the Disclosing Party or derived by the Receiving Party from Confidential Information, if any. If the Receiver requires that the Receiving Party destroys any Confidential Information, the Receiving Party shall notify (email being sufficient) the Receiver that all such Confidential Information has been destroyed. Notwithstanding anything to the contrary contained herein, the Receiving Party may retain one copy of the Confidential Information if and to the extent required by law, regulation, legal, regulatory or judicial process, rule or practice governing professionals or any *bona fide* internal compliance policy or procedure relating to the safeguarding or backup storage of data. All Confidential Information (including oral Confidential Information, Confidential Information which could not be destroyed using the Receiving Party's reasonable best efforts, and Confidential Information which is retained pursuant to the preceding sentence) will remain subject to the terms of this Agreement and the other provisions of this Agreement shall remain in full force and effect.

10. Governing Law; Severability. This Agreement will be governed and interpreted in accordance with the laws of the Province of Québec, without regard to, or application of choice-of-law rules or principles. The parties hereby irrevocably and unconditionally consent to and submit to the sole and exclusive jurisdiction of the courts of the Province of Québec located in the City of Montréal with respect to any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, in such courts, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be deemed modified or eliminated to the extent which, in the court's opinion, is necessary to make the provision and/or the remainder of this Agreement enforceable. In any event, the remainder of this Agreement shall remain in full force and effect.

11. No Waiver. No express or implied waiver by any Party of any provision of this Agreement or of any breach or default of the other Party shall constitute a continuing waiver, and no waiver by any Party shall prevent such Party from enforcing any and all other provisions of this Agreement or from acting upon such other provisions or upon any other or subsequent breach or default by the other Party.

12. Non-Solicitation. The Receiving Party agrees, that for a period of two (2) years from the date of this Agreement, neither the Receiving Party, nor any of its affiliates or subsidiaries, directly or indirectly, will (i) hire

any executive officer or other employee of the Disclosing Party or (ii) induce any executive officer or other employee of the Disclosing Party to leave his or her employment; provided that the limitations of this paragraph with respect to solicitation shall not apply with respect to a general solicitation in newspapers or similar mass media that are not directed to employees of the Disclosing Party.

13. Entire Agreement; Assignability. This Agreement sets forth the entire understanding between the Parties relating to the matters referred to in this document, supersedes any and all previous or contemporaneous written or oral agreements on these subjects, and may not be assigned, or transferred directly or indirectly, through acquisition, merger, or otherwise, without the prior written consent of both Parties. This Agreement shall not be modified except in writing, executed by authorized representatives of both Parties and shall inure to the benefit of both Parties' affiliates, successors and assigns. This Agreement may be executed by the Parties in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

14. Survivability. The obligations set forth in clauses 4, 6, 7, 8 to 14, 17 and 19 of this Agreement will survive any termination or expiration of this Agreement and will continue in full force and effect.

15. Inquiry Procedures; No contact. The Receiving Party agrees that, without the prior written consent of the Receiver, all communications by Receiving Party or its Representatives regarding the proposed Transaction, including, without limitation, requests for additional

information, shall be submitted only to the Receiver or to some other person expressly designated in writing by the Receiver for such purposes. The Receiving Party agrees not to initiate or maintain contact with any customer, supplier or other business partner of Highpoint, and to ensure that its Representatives refrain from doing so, with respect to matters relating to Highpoint or its business or assets, except with the prior written consent of, and supervision by, the Receiver, or unless such contacts relate to communications occurring in the ordinary course of Recipient's business, including with respect to ongoing film productions involving parties who are also clients of Highpoint.

16. Term. This Agreement shall terminate two (2) years from the date first written above.

17. Notification Upon Breach. Without impairing any other provision hereof, the Receiving Party will promptly advise the Disclosing Party of any prohibited disclosure or other breach of this Agreement.

18. No Joint Venture. Neither Party shall have any obligation to enter into any Transaction as a result of entering into this Agreement. It is expressly agreed by the Parties that nothing contained in this Agreement shall create a joint venture or partnership between them.

19. Notices. All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed given if and when personally delivered and sent to a Party at its address set forth under its signature below or upon receipt if sent by email.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement in counterparts effective as of the date first above written.

THE RECEIVING PARTY:

By: _____
Name:
Title:

Address:
Email:

RAYMOND CHABOT INC., in its capacity as receiver to the property of **SOLUTION HIGHPOINT INC.**, and not in its personal capacity

By : _____
Name :
Title :