

## Instructions

Please carefully review the following Confidentiality and Non-Disclosure Agreement.

If you agree, then fill out pages 1 and 6 and sign on page 6.

### **Page 1:**

1. Insert date (month and day)
2. Insert legal name of your company
3. Insert physical address of your office:
  - street address
  - suite/floor (if none, then delete text)
  - city + state/province + zip code

### **Page 6:**

4. Insert legal name of your company
5. Sign in the box
6. Insert legal name of the authorized signatory (an individual person)
7. Insert title of the authorized signatory

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 2022 (the “**Effective Date**”) between:

Paper Excellence Canada Holdings Corporation, having its principal place of business at

3600 Lysander Lane  
2<sup>nd</sup> Floor  
Richmond, BC, V7B 1C3

(together with its successors and permitted assigns, the “**Company**”),

and

\_\_\_\_\_, having its principal place of business at

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(together with its successors and permitted assigns, the “**Recipient**”).

**RECITALS:**

- A. In connection with discussions between the Company and the Recipient regarding potential commercial arrangements (“**Purpose**”), the Company may make certain detailed information regarding financial, trade secret and other confidential and proprietary information and documentation available to the Recipient Group.
- B. The Company requires that its confidential information be held in strict confidence by the Recipient Group (as defined below) and not be used for any purpose other than the Purpose in accordance with this Agreement.

**AGREEMENT:** In consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

- 1. **Certain Defined Terms.** In this Agreement:
  - (a) “**Confidential Information**” means the existence of the Purpose and all information, data, documents, agreements, files and other materials on any media and in any form, whether written, electronic or oral, of any member of the Company Group (as defined below) that is received by any member of the Recipient Group at any time in connection with the Purpose including all analyses, business plans, models, corporate and organizational structures, investment history, investment methodologies, budgets, forecasts, potential and actual sources of financing, information pertaining to current, future or past tenants, intellectual property, customer lists, financial information, metadata and related analysis, employee information, reports, studies, samples, investor information and all other information of every kind that is not generally available to the public, or which could reasonably be considered confidential or proprietary, or which is marked “Confidential”, “Proprietary” or similar, together with all documents prepared by or for any member of the Recipient Group which contain or otherwise reflect, or are generated in whole or in part from, any of the foregoing.

“Confidential Information” does not, however, include information: (i) that is at the time of its disclosure, or thereafter becomes, generally available to the public other than as a result of any act or omission by any member of the Recipient Group; (ii) which the Recipient can conclusively prove was lawfully in its possession prior to its disclosure by the Company and which was not directly or indirectly under or subject to any confidentiality agreement or arrangement or other contractual or fiduciary obligation of secrecy to any member of the Company Group; (iii) that was or becomes available to the Recipient on a non-confidential basis from a source other than Company, provided that such source is not bound by a confidentiality agreement or arrangement or other contractual or fiduciary obligation of secrecy to any member of the Company Group; or (iv) which the Recipient can conclusively prove was exclusively, comprehensively and independently acquired or developed by the Recipient without using Confidential Information or violating any of its obligations under this Agreement.

- (b) **“Company Group”** means, collectively, the Company, its affiliates, employees, directors, officers, agents, shareholders, partners, advisors and consultants and all other Persons that, directly or indirectly: (i) are controlled by the Company, (ii) control the Company, or (iii) are controlled by a Person that also controls the Company, together with each of their respective successors and assigns.
  - (c) **“including”** means “including, without limitation,” and shall not be construed as limiting or setting out comprehensively any matter or thing;
  - (d) **“Person”** means an individual, sole proprietorship, partnership, limited partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his capacity as trustee, executor, administrator or other legal representative and shall include any form of media entity, whether print, broadcasting, publishing, internet or other means of mass communication howsoever constituted.
  - (e) **“Recipient Group”** means, collectively, the Recipient, its affiliates, employees, directors, officers, agents, shareholders (except to the extent that the Recipient is publicly owned), partners and advisors and consultants that are directly or indirectly engaged or retained by any of the foregoing in connection with the Purpose, together with each of their respective successors and permitted assigns.
2. ***Protection of Confidential Information.*** The Recipient shall at all times, and shall cause and/or ensure that each other member of the Recipient Group shall at all times:
- (a) ensure that all Confidential Information is maintained in strict confidence and is not disclosed to or accessed by any other Person, except as expressly permitted by this Agreement;
  - (b) protect all Confidential Information using at least the same efforts and degree of care as the Recipient normally uses to protect its own confidential information (but in no event shall such efforts or care be less than reasonable);
  - (c) not use (or permit or suffer any member of the Recipient Group to use) the Confidential Information for any purpose other than the Purpose; and
  - (d) not use or exploit (or permit or suffer any member of the Recipient Group to use or exploit) Confidential Information for its own benefit or the benefit of another.
3. ***Limitation on Disclosure of Confidential Information.*** The Recipient shall not disclose or provide (or permit or suffer to be disclosed or provided), directly or indirectly, any Confidential Information to any Person, except:
- (a) with Company’s prior written consent;

- (b) to members of the Recipient Group who need to know the Confidential Information in connection with the Purpose and have been informed by the Recipient in writing of the confidential nature of the Confidential Information and instructed to keep the Confidential Information confidential in a manner substantively equivalent to the obligations set out in this Agreement;
  - (c) if and to the extent the Recipient or any other member of the Recipient Group becomes compelled to disclose any of the Confidential Information by law, regulation, court order or administrative or other regulatory or self-regulatory proceeding, provided that:
    - (i) the applicable Recipient Group member shall, to the extent permitted by law, provide Company with prompt written notice of such requirement and, in any event, before such Confidential Information is disclosed so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the applicable provisions of this Agreement in writing; and
    - (ii) if such protective order or other remedy is not obtained, or if Company waives compliance with the applicable provisions of this Agreement in writing, the applicable Recipient Group member shall: (A) furnish only that portion of the Confidential Information which it is legally required to furnish, and (B) notify the recipient(s) in writing of the confidential nature of the Confidential Information and use reasonable efforts to obtain and provide Company with evidence of, reliable assurances that the disclosed Confidential Information will be kept confidential by such recipient(s); or
  - (d) as otherwise expressly permitted in this Agreement.
4. ***Ownership; No License or Representation or Warranty.*** All legal and equitable rights in and to Confidential Information is and shall remain the exclusive property of Company and will be held by the Recipient Group in trust for the exclusive benefit of Company. No disclosure of Confidential Information or other express or implied provision herein shall constitute an assignment, grant, option, license or transfer of any of the Company Group's right, title or interest (legal or equitable) in Confidential Information to any member of the Recipient Group. The Recipient acknowledges and agrees that no member of the Company Group:
- (a) has or is making any representation or warranty hereunder or elsewhere, express or implied, in relation to the Confidential Information; or
  - (b) shall have any liability of any kind to any member of the Recipient Group relating to Confidential Information or its use or any errors or omissions thereof, provided that Company agrees to not intentionally provide the Recipient with materially false or misleading information.
5. ***Non-Solicitation.*** For a period of 12 months from the Effective Date, neither the Recipient nor any member of the Recipient Group shall, directly or indirectly, solicit, make offers of employment or engagement, employ or otherwise engage or contract for the services of any Person who is employed or engaged as an employee, full-time consultant or contractor of or by the Company Group, except pursuant to a general solicitation which is not directed specifically to any such employees, consultants or contractors.
6. ***Term and Termination; Survival of Obligations.*** This Agreement shall terminate on the date that is 3 years after the Effective Date, unless this Agreement is expressly superseded and replaced in full by an enforceable agreement among Company and the Recipient before such date (in either case, the "**Termination**"). Notwithstanding anything else herein to the contrary, the Recipient Group's obligations hereunder in respect of Confidential Information that continues to be in its possession or control shall survive a Termination of this Agreement and, without limitation, apply to all Confidential Information under any of the circumstances described in Sections 7(a) to and including 7(c) of this Agreement and any similar circumstances. Notwithstanding the foregoing, the confidentiality obligations for Confidential Information of trade secret nature (as determined under applicable law) shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains a trade secret.

7. **Return or Destruction of Confidential Information.** Promptly and, in any event, no later than 7 days following written demand by Company or a Termination, the Recipient and each other applicable member of the Recipient Group shall either return to Company or completely destroy all Confidential Information in its possession or control, in every medium or location, together with all reproductions, reports, analysis, metadata and other derivatives thereof, provided that members of the Recipient Group may retain Confidential Information that is in their respective possession or control at such time:
- (a) if and to the extent required by law, regulation or professional standards, in each case, that are binding on the applicable member of the Recipient Group, provided that Confidential Information remains confidential at all times and in a manner consistent with the confidentiality obligations of this Agreement;
  - (b) if and to the extent the reasonable internal information, credit and/or documentation retention policies of the applicable member of the Recipient Group requires such retention, provided that Confidential Information remains confidential at all times and in a manner consistent with the confidentiality obligations of this Agreement; and
  - (c) if such Confidential Information is archived on electronic back-up systems of the applicable member of the Recipient Group, provided such systems are encrypted or otherwise reasonably secure and access to such Confidential Information is not inconsistent with the confidentiality obligations of this Agreement.
8. **Indemnity and Remedies.** The Recipient is and shall be fully liable and responsible for the Recipient Group's use of Confidential Information, including for any disclosure or misuse of Confidential Information that is contrary to the terms or intent of this Agreement. The Recipient shall indemnify and hold the Company Group harmless from all costs, expenses (including all reasonable lawyers' fees on a solicitor-client, full-indemnity basis), damages, losses and claims of every kind, legal or equitable, contingent or matured, arising in connection with any breach of the terms or intent of this Agreement by any member of the Recipient Group and any enforcement actions or proceedings taken by any member of the Company Group associated with any breach or other protection of its rights hereunder. The Recipient further agrees that, in the event of a breach of this Agreement, Company or any other member of the Company Group will suffer irreparable injury and damages and that monetary damages alone may not be a sufficient remedy for any such breach. As a result, and in addition to all other remedies that any member of the Company Group may be entitled to, Company and each other member of the Company Group shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach without the requirement for the securing or posting of any bond or other security. The Recipient (for and on behalf of itself and the other members of the Recipient Group) further agrees that it will not oppose the granting of such relief on the basis that any member of the Company Group has an adequate remedy at law.
9. **Waivers.** No failure or delay by one party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.
10. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement (which shall remain in full force and effect, unamended, provided that such determination does not eliminate the general intent of this Agreement) or invalidate or render unenforceable such term or provision in any other jurisdiction.
11. **Assignment; Amendment.** This Agreement is binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be amended, restated, supplemented or otherwise modified except by written agreement signed by all parties, save and except in conjunction with a sale of all or substantially all of any

party's assets or shares, or in conjunction with an amalgamation, merger or corporate reorganization of any party (and, in any such circumstance, only to the extent necessary to reflect such event).

12. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, understandings, representations and warranties, both written and oral, relating to the subject matter herein. If any conflict or inconsistency now or hereafter exists between the terms of this Agreement and the terms or conditions (including terms of use, license agreements and analogous terms) of any electronic data room or other electronic repository established from time to time in connection with the Purpose to facilitate disclosure of Confidential Information, the terms of this Agreement shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.
13. **Governing Law; Attornment; English Language.** This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of laws principles thereof, and for all purposes be interpreted as a British Columbia contract. Each of Company (for and on behalf of itself and the Company Group) and the Recipient (for and on behalf of itself and the Recipient Group) irrevocably and unconditionally submits to and consents to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any dispute or matter related to this Agreement. Nothing herein shall prevent or prejudice any member of the Company Group from bringing an action or commencing a claim in any other jurisdiction. To the extent permitted by law, the Recipient (for and on behalf of itself and the Recipient Group) irrevocably and unconditionally waives any defence of *forum non conveniens* and any application of *contra proferentem*. It is the express intention of the parties that this Agreement is written in English. Les parties s'entendent expressément que ce contrat soit rédigé en anglais.
14. **No Relationship; No Obligation.** Nothing in this Agreement shall: (a) constitute or create any joint venture, partnership or other type of business entity or relationship between the parties, (b) require Company to provide any information (including Confidential Information) to the Recipient, or (c) require the parties to enter into any transaction.
15. **Electronic and Counterpart Execution.** This Agreement may be executed electronically and in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same binding instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

Paper Excellence Canada Holdings Corporation

Signature of authorized signatory

Name of authorized signatory: \_\_\_\_\_

Title: \_\_\_\_\_

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**Company Name (as "Recipient")**

Signature of authorized signatory

Name of authorized signatory: \_\_\_\_\_

Title: \_\_\_\_\_