

## **CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** made effective as of the \_\_ day of May, 2022.

**GRANTED BY:**

\_\_\_\_\_  
(the “**Recipient**”)

**IN FAVOUR OF:**

**ALVAREZ & MARSAL CANADA INC.**, (“**A&M**”) in its capacity as the receiver and manager of the assets, undertakings and properties of each of Big Bear Energy Rentals Ltd., 5556300 Manitoba Ltd., Barricade Environmental Ltd., Direct Environmental Technologies Inc. and 1509571 Alberta Ltd. (collectively, the “**Debtors**”), and not in its personal or corporate capacity (the “**Disclosing Party**” or the “**Receiver**”)

**WHEREAS:**

- A. Pursuant to an order granted by the Alberta Court of Queen’s Bench (the “**Court**”) on January 21, 2022 (the “**Interim Receivership Order**”), A&M was appointed as interim receiver over all of the current and future assets, undertakings and properties of the Debtors (the “**Assets**”);
- B. Pursuant to an order granted by the Court on February 4, 2022 (the “**Enhanced Powers Order**”), A&M was, *inter alia*, appointed as receiver and manager over all of the Assets, effective February 9, 2022;
- C. In connection with the Enhanced Powers Order, the Disclosing Party is conducting a sales and process (the “**Sales Process**”) in relation to the Assets. The Disclosing Party anticipates a Court order approving the Sales Process on May 4, 2022 (the “**Sales Process Order**”);
- D. The Recipient wishes to undertake due diligence and investigation in relation to a potential transaction (the “**Potential Transaction**”) by the Recipient of the Assets, has obtained and/or will from time to time hereafter obtain, certain Confidential Information (as defined below) relating to the Assets;
- E. The Confidential Information has and will be received by the Recipient for the sole purpose of conducting due diligence in relation to the Potential Transaction; and
- F. As a pre-condition to the Disclosing Party or its representatives or agents providing confidential or proprietary business information concerning the Assets to the Recipient, the Disclosing Party requires and the Recipient has agreed to execute and deliver to the

Disclosing Party a confidentiality agreement in form and substance satisfactory to the Disclosing Party and its advisors.

**NOW, THEREFORE**, in consideration of the premises and the Disclosing Party providing the Recipient with access to the Confidential Information for the purposes of the Potential Transaction, and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Recipient covenants and agrees with the Disclosing Party as follows:

1. The covenants contained in this Agreement apply to all equipment and inventory listings, and respective and relevant documents and other information pertaining to the equipment and inventory, whether written or oral, and whether or not noted thereon to be confidential, pertaining to the Debtors' Assets which have been or which may hereafter be disclosed or provided to the Recipient (collectively, the "**Confidential Information**").
2. The Recipient shall keep all Confidential Information in strict confidence and shall not disclose or release the Confidential Information to any person except:
  - (a) to a governmental or judicial authority upon the direction or order of the governmental or judicial authority and after giving reasonable prior written notice of the disclosure or release to the Disclosing Party and marking the Confidential Information by referring to its confidential nature under the terms of this Agreement and endeavouring, where possible, to limit such disclosure;
  - (b) where the Disclosing Party has given prior written consent to disclosure or release of the Confidential Information to that person; or
  - (c) to those directors, senior officers, senior management employees and legal and accounting advisors of the Recipient, as the case may be, who need to know the Confidential Information for the purposes of evaluating the Assets and the Potential Transaction or assisting the Recipient in relation thereto, provided that:
    - (i) the Recipient shall notify each of such persons of the obligations contained herein with respect to the confidentiality of the Confidential Information and the restrictions imposed on the use thereof; and
    - (ii) the Recipient shall direct each such person to exercise a level of care sufficient to preserve the confidentiality of the Confidential Information and shall direct each such person to abide by the terms and conditions of this Agreement, and shall take all reasonable steps to ensure that the Confidential Information is not disclosed by any of such persons to any other party or used in a manner contrary to the spirit and intent of this Agreement.
3. The obligation of the Recipient to keep the Confidential Information in strict confidence shall not apply where the Confidential Information:
  - (a) is otherwise known to the Recipient or is generally known to the public at the time of its disclosure to the Recipient; or

- (b) subsequently comes into the public domain without any breach of the obligations of the Recipient hereunder.
4. The Recipient shall not deal with or use the Confidential Information, directly or indirectly, in any manner whatsoever for any purpose other than in connection with the due diligence associated with the Potential Transaction and in compliance with the terms hereof.
  5. Within three days of a written request being made by the Disclosing Party, the Recipient shall return to the Disclosing Party or destroy all documentation and other tangible manifestations relating to the Confidential Information which have been provided to the Recipient (without retaining any copy thereof) as and when requested by the Disclosing Party and the Recipient shall deliver to the Disclosing Party a certificate of senior officer of the Recipient confirming that this Recipient has complied with its obligations in this paragraph.
  6. This Agreement is in addition to, and not in substitution for or in derogation of, the rights of the Disclosing Party at law or in equity arising in any way in connection with the disclosure of the Confidential Information by the Disclosing Party to the Recipient.
  7. The Recipient agrees that the restrictions contained in this Agreement are reasonable in order to protect the legitimate interests of the Disclosing Party and all defences to the strict enforcement of the restrictions by the Disclosing Party are hereby unconditionally and irrevocably waived by the Recipient.
  8. The Recipient recognizes that a breach or threatened breach by the Recipient of any of its obligations under this Agreement may result in damages to the Disclosing Party and that the Disclosing Party may not adequately be compensated for those damages by monetary award and, accordingly, the Recipient agrees that if a breach occurs, in addition to all other remedies available to the Disclosing Party at law or in equity, the Disclosing Party will be entitled, as a matter of right (and without having to show or prove any actual damages), to apply to a Court of competent jurisdiction for relief by way of restraining order, injunction, decree or otherwise, as may be appropriate, to ensure compliance with the provisions of this Agreement.
  9. In the event that the Recipient becomes aware of a breach of this Agreement, the Recipient agrees that it shall, within two business days, advise the Disclosing Party, in writing, of such breach and provide the details thereof.
  10. Should any person seek to legally compel the Recipient to disclose any Confidential Information, the Recipient will provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy. The Recipient shall cooperate fully with the Disclosing Party on a reasonable basis to obtain a protective order or other appropriate remedy in response to any attempt by any such Person. In any event, the Recipient or other Person receiving Confidential Information hereunder who is so compelled to disclose will only furnish that portion of the Confidential Information that is legally required to be disclosed.

11. None of the Disclosing Party, its subsidiaries, or their respective professional advisors (including financial advisors, lawyers and accountants (the “**Representatives**”)) make or shall be deemed to make any representations or warranties, express or implied, as to the quality, accuracy or completeness of the Confidential Information disclosed hereunder. The Disclosing Party, its subsidiaries, and their respective Representatives expressly disclaim any and all liability for representations or warranties, express or implied, or errors, contained in, or omissions from, the Confidential Information or other material made or to be made as part of the Confidential Information or otherwise. Recipient hereby releases, indemnifies and holds the Disclosing Party, its subsidiaries, and their respective Representatives harmless with respect to any use of or reliance upon Confidential Information by Recipient or its advisors.
12. To the extent that any Confidential Information includes materials subject to solicitor-client privilege or litigation privilege, neither the Disclosing Party nor any of its subsidiaries are waiving, and shall not be deemed to have waived or diminished, their solicitor-client privilege, litigation privilege or similar protections and privileges as a result of disclosing any Confidential Information (including Confidential Information related to pending or threatened litigation) to the Recipient or its Representatives.
13. All notices, consents and other instruments which are required or may be given pursuant to this Agreement must be given in writing and delivered personally or by electronic mail as follows:

In the case of the Disclosing Party:

ALVAREZ & MARSAL CANADA INC.  
Bow Valley Square 4  
Suite 1110, 250 6th Ave SW  
Calgary, AB T2P 3H7

Attention: Orest Konowalchuk / Dave Williams  
Tel: (403) 538-4736 / (403)538-7536  
Email: okonowalchuk@alvarezandmarsal.com /  
david.williams@alvarezandmarsal.com

In the case of the Recipient:

To the address set forth on the signature page hereto.

14. If any term or provision of this Agreement is declared to be void or unenforceable in whole or in part by a court of competent jurisdiction, it shall be deemed to be severable from the rest of this Agreement and it shall not affect or impair the enforceability or validity of any other covenant or provision of this Agreement.
15. This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta. The Recipient hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta for the determination of all matters arising hereunder in the event the Disclosing Party should bring an action on this Agreement in the Courts of

the Province of Alberta. The Recipient hereby agrees that, notwithstanding the foregoing, the Disclosing Party may bring an action on this Agreement in any jurisdiction where the Recipient has Business or in any jurisdiction where this Agreement has been breached or where a breach is threatened, and in such an event, the Recipient hereby irrevocably attorns to the jurisdiction of the Courts of such jurisdictions for the determination of all matters arising hereunder.

16. If the closing of the Potential Transaction does not take place, this Agreement will continue indefinitely, unless otherwise agreed in writing by the Disclosing Party.
17. No waiver of any particular requirement hereunder shall be construed as a general waiver of this Agreement, and any failure by or delay by the Disclosing Party in enforcing their rights against any particular breach of this Agreement shall not limit or affect their rights to enforce their rights against any other breach hereof.
18. This Agreement shall not be assigned by the Recipient without the prior written consent of the Disclosing Party.
19. This Agreement shall enure to the benefit of the Disclosing Party and its successors and assigns and shall be binding upon the Recipient and its successors and permitted assigns, as the case may be.
20. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes all prior contracts, agreements and understandings pertaining to the subject matter of this Agreement. No modification or alteration of this Agreement shall be binding unless executed in writing by the parties hereto. There are no representations, warranties, collateral agreements or conditions affecting this transaction that have been made or relied upon by any party hereto other than as set out herein in writing.

*The remainder of this page is intentionally left blank.*

21. This Agreement may be executed in counterpart and pursuant to facsimile transmission.

**IN WITNESS WHEREOF** the Recipient has executed this Agreement on the day and year first above written.

**ALVAREZ & MARSAL CANADA INC.**, in its capacity as the receiver and manager of the assets, undertakings and properties of each of Big Bear Energy Rentals Ltd., 5556300 Manitoba Ltd., Barricade Environmental Ltd., Direct Environmental Technologies Inc. and 1509571 Alberta Ltd., and not in its personal or corporate capacity

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**Print Name of Recipient**

Per:

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Name:  
Title:

Per:

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Name:  
Title:

Address for service: