

CONFIDENTIALITY AGREEMENT

[DATE]

Private & Confidential

[NAME]

Dear Sirs/Mesdames:

As you may be aware, on April 1, 2022, by order of the Honourable Justice J.T. Neilson (the “**Receivership Order**”) of the Court of Queen’s Bench of Alberta (the “**Court**”), Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed as the receiver and manager (the “**Receiver**”) of each of The Institute of Wellness and Advanced Aesthetics Ltd., 1608309 Alberta Ltd., and Mount Royal Surgical Centre Inc. (collectively, the “**Debtors**”) and their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

Pursuant to the Receivership Order, Alvarez & Marsal Canada Inc., in its capacity as the Receiver of the Property (as defined below), has the authority to, subject to certain limitations, market any or all the Property and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business. Any party desiring to receive further information in respect of the Debtors, its Property and its operations is required to execute a confidentiality agreement in a form satisfactory to the Receiver.

In connection with discussions between you and the Receiver relating to an offer for the acquisition of all or any part of the Property and/or any other alternative transaction in respect of the Debtors (the “**Transaction**”), you have requested that certain Confidential Information (as defined below) be provided to you by the Receiver, its affiliates or “Representatives” (as defined below). In consideration of the Receiver permitting, providing or causing the Confidential Information to be provided to you, the Receiver and you agree to the following and in connection therewith you agree to cause all of your affiliates and Representatives to comply with the provisions hereof and you agree that all references to “you” and “your” in this letter agreement (“**this Agreement**”) refer to the addressee of this letter, its affiliates, and where the context so requires, its Representatives.

1. For purposes of this Agreement, the term “**Confidential Information**” means: (i) all information and material of the Receiver and/or the Debtors or any of their respective affiliates or licensors, in oral, written, graphic, electronic or any other form or medium, that has or shall come into your possession or knowledge in connection with or as a result of the discussion, negotiation, investigation, consideration or implementation of the Transaction, including information and material concerning the Receiver’s and/or the Debtors or any of their respective affiliates’ past, present or future stakeholders, members, suppliers, technology, properties, assets, liabilities, obligations or business; (ii)

any analyses, compilations, studies or other Documents (as defined below) prepared by you or for your use containing, incorporating or reflecting any information described in this paragraph 1; and (iii) all information about an identifiable individual or other information that is subject to any federal, provincial, state or other applicable statute, law or regulation of any governmental or regulatory authority relating to the collection, use, storage and/or disclosure of information about an identifiable individual, including the *Personal Information and Protection of Electronic Documents Act* (Canada), The Alberta Freedom of Information and Protection of Privacy Act and/or any other equivalent provincial legislation, whether or not such information is confidential. For the purposes of this definition, “information” and “material” includes know-how, data, patents, copyrights, trade secrets, processes, business rules, tools, business processes, techniques, programs, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, equipment configurations, system access codes and passwords, written materials, compositions, drawings, diagrams, computer programs, studies, works in progress, visual demonstrations, ideas, concepts, and other data. Notwithstanding the foregoing, “Confidential Information” does not include information or material:

- (a) that is publicly available when it is received by, or becomes known to, you or which subsequently becomes publicly available through no fault of yours (but only after it becomes publicly available);
 - (b) that is already known to you at the time of its disclosure and is not known by you to be the subject of an obligation of confidence of any kind;
 - (c) that you independently develop without any use of or reference to the information described in paragraph 1 and which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction; or
 - (d) that you receive in good faith without an obligation of confidence of any kind from a third party who you had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until you subsequently come to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received.
2. The Confidential Information is to be used by you solely for the purpose of evaluating the Transaction and, except with the prior written consent of the Receiver, such information shall be kept strictly confidential and shall not be disclosed by you, except that you may disclose the Confidential Information or relevant portions thereof to the following persons provided they need to know such information for purposes of evaluating the Transaction: your directors, officers, employees, lawyers, accountants or financial advisors (the “**Representatives**”). It is understood that only so much of the Confidential Information as is necessary for a particular individual to perform his or her function shall be disclosed to such individual and that Representatives to whom Confidential Information is communicated or made available shall be informed of the confidential nature of the Confidential Information, and shall agree to be bound by the terms of this

Agreement (with the exception of your legal counsel) and not to disclose that information to any other person (except as permitted under this Agreement) without the prior written consent of the Receiver. Except as expressly contemplated by this Agreement, you agree not to use the Confidential Information, directly or indirectly, for your own advantage or for any purpose not expressly contemplated by this Agreement and you agree to use all commercially reasonable efforts to preserve the confidentiality of the Confidential Information. Subject to paragraph 4 of this Agreement, you also agree to keep strictly confidential the fact that you are evaluating the Transaction, that you are or were discussing the Transaction with the Receiver, that you entered into this Agreement or that Confidential Information is being or has been made available to you. You also agree to be responsible and liable for any breach of this Agreement by your Representatives (as if your Representatives were parties to and bound by the provisions of this Agreement by which you are bound).

3. You represent that you do not directly or indirectly have, and covenant that you will not directly or indirectly enter into, any agreement, understanding or arrangement with any person (other than the Receiver or your Representatives) regarding or in connection with the Transaction unless with the express prior written consent of the Receiver.
4. If you or any of your Representatives conclude (after consultation with your legal advisors) that you or they are legally compelled to publicly disclose any of the Confidential Information or to disclose any of the Confidential Information to a third party or otherwise in circumstances prohibited by this Agreement, you shall provide the Receiver with prompt written notice of such requirement so that the Receiver and the Debtors may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement and you agree to delay such disclosure as long as reasonably possible (without incurring liability for failure to make such disclosure) to permit the Receiver and/or the Debtors to seek such a protective order or other remedy and to allow for consultation with the Receiver with respect to any reasonable alternatives to such disclosure and with respect to the content of any such disclosure. If such protective order or other remedy is not obtained, or if the Receiver waives compliance with the provisions hereof, you agree to disclose or furnish only that portion of the Confidential Information that you are advised by written opinion of counsel is legally required to be disclosed or furnished and, to the extent reasonably possible in the circumstances, you agree to use commercially reasonable efforts to ensure that confidential treatment shall be accorded to such information. You agree in any event to give prompt written notice to the Receiver and the Debtors of any proposed disclosure made by you pursuant to this paragraph 4.
5. You acknowledge that certain of the Confidential Information to which you may be given access pursuant to this Agreement is information to which solicitor-client privilege and/or litigation privilege ("**Privilege**") attaches (collectively, "**Privileged Information**"). You acknowledge and agree that access to the Privileged Information is being provided solely for the purposes set out in this Agreement and that such access is not intended and should not be interpreted as a waiver of any Privilege in respect of Privileged Information or of any right to assert or claim Privilege in respect of Privileged Information. To the extent there is any waiver of Privilege, it is intended to be a limited waiver in favour of you,

solely for the purposes and on the terms set out in this Agreement. You shall, at the request and expense of the Receiver, claim or assert, or cooperate to claim or assert, Privilege in respect of Privileged Information.

6. Unless otherwise agreed to in writing by the Receiver, you shall: (i) return, cause to be returned to the Receiver, or destroy, all copies of the Confidential Information and Documents in your possession or in the possession of your Representatives; and (ii) destroy all copies of any analyses, compilations, studies or other Documents prepared by you or for your use containing, incorporating or reflecting any Confidential Information, as soon as commercially reasonable following the date of any request by the Receiver to you to return or destroy the Confidential Information. For purposes of this Agreement, “**Document**” means any embodiment, in written, graphic, audio, video, electronic, or any other form or medium, which contains any Confidential Information, including any and all copies, papers, reproductions, slides and microfilms and any electronic media such as disks, tapes, other magnetic media, computer software and computer storage systems and, where this Agreement calls for Documents to be destroyed, in the case of electronic media that can be permanently erased, such obligation means that such Documents shall be permanently erased.

Notwithstanding the foregoing, you (i) may retain a copy of the Confidential Information and/or Documents to the extent that such retention is required to demonstrate compliance with applicable law, regulation or professional standards, or to comply with an existing *bona fide* document retention policy, and (ii) to the extent that (i) above is inapplicable to Confidential Information and/or Documents that are electronically stored, destroy such electronically stored Confidential Information and/or Documents only to the extent that it is reasonably practical to do so; provided that in the case of either (i) or (ii), notwithstanding paragraph 18, any Confidential Information and/or Documents retained under this paragraph shall remain subject to the obligations of confidentiality and other obligations under this Agreement until such time as you have certified in writing to the Receiver that such materials have been returned or destroyed.

7. During the period of two years following the date hereof, you shall not solicit for hire or employment, directly or indirectly, any officer or employee of the Receiver and/or the Debtors or their respective affiliates and you shall not agree to employ any officer or employee so solicited. For the purposes of this clause, “solicitation” shall not include solicitation of any officer or employee of the Receiver and/or the Debtors who is solicited: (i) by advertising placed in a newspaper, trade journal, through a web site or via other media of general circulation; or (ii) by an employee of an executive search firm acting on your behalf where you did not identify to such search firm the name of such officer or employee and you did not direct, instruct or encourage the solicitation of the specific officer or employee.
8. You acknowledge and agree that none of the Receiver and/or the Debtors, their respective affiliates or Representatives is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. You also acknowledge and agree that there are valid reasons for why particular corporate information (including Confidential Information) of the Receiver and/or the Debtors or

their respective affiliates may not be made available to you (including because such information is competitively sensitive or is subject to an obligation of confidentiality or is otherwise not permitted to be disclosed as a result of contractual restrictions or applicable law). None of the Receiver and/or the Debtors, their respective affiliates or Representatives shall be under any obligation to update, supplement or amend the Confidential Information as a result of subsequent events or developments or otherwise. None of such persons shall have any liability whatsoever, direct or indirect, to you or any other person as a result of your use of the Confidential Information.

9. You acknowledge and agree that no agreement relating to or providing for the Transaction shall exist unless and until a subsequent definitive agreement with respect to the Transaction has been executed and delivered by the Receiver. It is agreed that unless and until such a definitive agreement has been executed and delivered, neither you nor the Receiver shall have any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement or any other written or oral communications with respect to the Transaction. You further understand and agree that, subject always to the order(s) of the Court in the Receivership proceedings: (i) the Receiver is free to conduct any process with respect to the Transaction as it, in its sole discretion, determines necessary (including, without limitation, negotiating with any person and entering into any agreement without prior notice to you or any other person); (ii) any process or procedures relating to the Transaction may be changed at any time and without notice to you or any other person; (iii) any data room containing Confidential Information may be closed by the Receiver at any time; and (iv) you shall not have any claim whatsoever against the Receiver or any of its affiliates or Representatives arising out of or relating to the Transaction (other than as expressly set forth in a subsequent definitive written agreement entered into by the Receiver with you in connection with the Transaction).
10. You agree that the Receiver and Debtors (with the consent of the Receiver) shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach or anticipatory breach by you or your Representatives of the provisions of this Agreement, in addition to any other remedies available to the Receiver and Debtors at law or in equity, and you acknowledge and agree that an award of damages is not likely an effective or adequate remedy to the Receiver and/or the Debtors in the event of a breach by you or your Representatives of this Agreement.
11. You hereby agree to indemnify and hold harmless the Receiver and the Debtors and their respective affiliates from any and all damage, loss, cost, expense or liability of whatsoever nature or kind (including legal fees and the costs of enforcing this Agreement) arising directly or indirectly out of the breach by you or your Representatives of any provision of this Agreement.
12. The parties agree that this Agreement shall terminate and all obligations herein shall be released in the event the parties execute and deliver a definitive agreement with respect to the Transaction and the terms and conditions as contemplated by such definitive agreement are closed and completed.

13. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
14. You agree that, except with the prior written consent of the Receiver, you shall not contact, meet with or communicate to any of the directors, officers or employees of the Receiver and/or the Debtors or any of their respective affiliates with a view to discussing in any manner the Confidential Information or the Transaction or any steps taken in furtherance thereof.
15. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect any other provision hereof and all other provisions hereof shall continue in full force and effect.
16. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no understandings, representations, warranties, terms, conditions, undertakings or collateral or other agreements, express, implied or statutory, between the parties with respect to the subject matter hereof other than as expressly set forth in this Agreement.
17. The term "person" as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, company, partnership, trust, firm, unincorporated organization or individual.
18. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The parties agree that any disputes arising under this Agreement shall be decided by arbitration, without right of appeal to the courts, by a single arbitrator who is satisfactory to both of the parties hereto and whose costs shall be shared equally by the parties.
19. Except as otherwise provided herein, your obligations under this Agreement shall continue in full force and effect for a period of three years from the date hereof.

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If you agree with the foregoing, please sign and return the enclosed duplicate copy of this Agreement which shall constitute your agreement to the terms and conditions contained herein, which shall be deemed to be made as of the date appearing on the top right-hand corner of page 1 hereof.

Yours very truly,

**ALVAREZ & MARSAL CANADA INC., in
its capacity as the Court-Appointed Receiver
and Manager of The Debtors, and not in its
personal or corporate capacity**

By: _____

Name: Orest Konowalchuk

Title: Senior Vice President

AGREED TO as of the date
appearing on the top right-hand
corner of page 1 hereof:

[NAME]

by: _____
