

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BCTF Group

Dated this ____ day of _____ 2025

BETWEEN: BC Tree Fruits Cooperative, BC Tree Fruits Industries Limited and Growers Supply BCTF Group Limited by their Court-appointed Monitor, Alvarez & Marsal Canada Inc., acting in such capacity and not in its personal or corporate capacity of BCTF Group (collectively, the “**BCTF Group**”)

AND:

(the “**Recipient**”)

WHEREAS:

- A. On August 13, 2024, the Supreme Court of British Columbia (the “**Court**”) made an order pursuant to the *Companies’ Creditors Arrangement Act* in Supreme Court of British Columbia Action No. S-245481, Vancouver Registry (the “**Proceedings**”) granting the BCTF Group protection from their creditors and, among other things, appointing Alvarez & Marsal Canada Inc. (the “**Monitor**”) as monitor of the BCTF Group with enhanced powers.
- B. On August 26, 2024, the Court made an order (the “**Sale Process Order**”) in the Proceedings approving two sale and investment solicitation processes in respect of the BCTF Group (the “**Sale Processes**”). Pursuant to the Sale Process Order, the Monitor is authorized to conduct the Sale Processes.
- C. In connection with the Sale Processes, and to assist the Recipient in conducting due diligence, evaluating a sale opportunity and possibly making an offer to purchase some of the BCTF Group’s assets (collectively, the “**Evaluation**”), the Monitor, the BCTF Group or their Representatives may provide to the Recipient certain information, including confidential information, concerning the business and assets of the BCTF Group.
- D. Disclosure of confidential information to unauthorized persons would be detrimental to the interests of the BCTF Group. Accordingly, in consideration of the Monitor or the BCTF Group furnishing such information to the Recipient, and as a condition of the Recipient participating in one or both of the Sale Processes, the Recipient has entered into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that the Monitor and the Recipient agree as follows:

1. In this Agreement:

- (a) “**Affiliate**” has the meaning set out in the *Business Corporations Act* (British Columbia) and, for greater certainty, includes any company directed or controlled by either Party.
- (b) “**Confidential Information**” means:
 - (i) all information supplied or made available to the Recipient or any Representative of the Recipient by the BCTF Group, the Monitor or any of their Representatives of whatever nature or form pursuant to this Agreement including but not limited to, any and all technical information, intellectual property, technology, supplier (including growers) and customer information (whether past, present, future and prospective), plans, data, financial or marketing information, business opportunities, strategies and research and development;
 - (ii) all notes, records, or copies of or in respect of information referred to in paragraph (i) above created by the Recipient or any of its Representatives;
 - (iii) all information concerning the BCTF Group’s current and future operating information;
 - (iv) all information concerning the BCTF Group’s property, including, without limitation, intellectual property;
 - (v) all information concerning the BCTF Group’s business transactions, financial projections, and other financial arrangements; and
 - (vi) all analyses, compilations, summaries, forecasts, studies, data, notes, interpretations, memoranda, or other materials prepared by the Recipient or its agents that contain, are based on or otherwise incorporate in whole or in part such information listed above;

but not including information which:

- (vii) is or becomes generally available to the public other than as a result of disclosure by or through the Recipient or its Representative(s) in breach of this Agreement or any obligation of confidentiality owed to the BCTF Group by the Recipient or its Representatives;
- (viii) is or becomes available to the Recipient or its Representatives on a non-confidential basis from a source other than the BCTF Group, any party related to the BCTF Group, the Monitor or their Representatives, provided that such source is not bound by any obligation of confidentiality;

- (ix) prior to disclosure to the Recipient by the BCTF Group, any party related to the BCTF Group, the Monitor or their Representatives, was already in the possession of the Recipient or its Representatives; or
 - (x) is developed independently by the Recipient or its Representatives without breach of their obligations under this Agreement.
- (c) **“Parties”** means the BCTF Group and the Recipient, and **“Party”** means either the BCTF Group or the Recipient, as applicable; and
- (d) **“Representative”** means an Affiliate of a Party or the Monitor, and the Parties’ and Affiliates’ respective directors, officers, employees, advisors, or agents (including legal counsel, professional consultants, and financial advisors) and existing or prospective providers of equity or debt funding in relation to a transaction that might result from the Evaluation.
2. Subject to section 4 of this Agreement, the Recipient acknowledges that any Confidential Information furnished to the Recipient is solely for the purpose of assisting the Recipient in the Evaluation, and the Recipient agrees that it shall not use the Confidential Information for any purpose whatsoever other than the Evaluation, nor in any manner which is in any way detrimental or disadvantageous to the BCTF Group’s interests. For greater certainty, the Recipient and all its Representatives will not use the Confidential Information in carrying on the business of the Recipient or that of any Affiliate and will not disclose the Confidential Information to any competitor or any other person, firm, corporation, or organization without the prior written consent of the Monitor.
3. The Recipient acknowledges that the Confidential Information is the BCTF Group’s property and is confidential and material to the interests, business and affairs of the BCTF Group and that disclosure thereof would be detrimental to such interests, business, and affairs. No rights to use, license or otherwise exploit the Confidential Information are granted to the Recipient, by implication or otherwise. Accordingly, the Recipient agrees that it will keep the Confidential Information strictly confidential and that acts or omissions by its Representatives are deemed to be acts or omissions of the Representative, and that the Recipient is liable for acts or omission by its Representatives.
4. Notwithstanding section 2, but subject to section 5, of this Agreement, the Confidential Information or part thereof may be disclosed to and used by the Recipient’s Representatives in accordance with this Agreement to the extent that it is necessary for the purposes of the Evaluation.
5. The Recipient will take all reasonable steps to minimize the risk of disclosure of the Confidential Information, by ensuring that:
- (a) only persons whose duties require them to possess the Confidential Information will have access thereto, and prior to providing any Representative with Confidential Information, the Representatives will be instructed and required to

treat the Confidential Information as confidential and that the Confidential Information will be maintained in accordance with this Agreement;

- (b) proper and secure storage is provided for all written and electronic Confidential Information;
 - (c) unnecessary copies of the Confidential Information will not be made, or permitted or caused to be made; and
 - (d) the Recipient will not disclose either the fact that discussions regarding the Evaluation are taking place or the status thereof to any person other than permitted persons as specifically identified in this Agreement for any reason whatsoever unless:
 - (i) in the reasonable opinion of legal counsel, disclosure is required under the securities law of any province in Canada;
 - (ii) any securities commission, stock exchange or other regulatory body having jurisdiction requires disclosure; or
 - (iii) disclosure is required to be made by the Recipient pursuant to due legal process.
6. In the event that the Recipient or anyone to whom it transmits Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Recipient will provide the Monitor with prompt notice (to the extent legally permissible) specifying the requirement under which the Recipient is required to disclose such Confidential Information (including the specific Confidential Information that the Recipient may be required to disclose) so that the BCTF Group may seek (at the BCTF Group's sole expense) a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Recipient agrees, to the extent possible, to contest or resist the requirement to disclose Confidential Information. In the event that either such protective order or other remedy is obtained, the Monitor expressly waives in writing compliance with the provisions of this Agreement or the Recipient is legally compelled to disclose Confidential Information, the Recipient will furnish only that portion of the Confidential Information which is legally required and will exercise its reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.
7. The Recipient shall not, for a period of one year from the date of this Agreement, solicit the employment of any management or senior employee employed by the BCTF Group at the time of such solicitation (whether or not such person is so employed at the date of this Agreement or at any time thereafter) to leave such employ or offer to employ or employ such employee. Notwithstanding the foregoing, the Recipient may solicit and hire such persons (i) by means of general public advertisements or use of search firms not specifically directed at such persons, (ii) if they are terminated by the BCTF Group, (iii) if they approach the Recipient independently and of their own accord without any

solicitation by the Recipient, or (iv) as part of the purchase of any part of the BCTF Group's assets pursuant to either of the Sale Processes.

8. The Recipient acknowledges that it is solely responsible for its own assessment of the information and of the Evaluation, and the Monitor and the BCTF Group do not accept any responsibility for any interpretation, opinion, or conclusion that a Recipient or its Representatives may form because of examining the Confidential Information.
9. The Recipient acknowledges that none of the BCTF Group, the Monitor or any of their Representatives make any representations and warranties as to the Confidential Information, or any other information that is provided to the Recipient, and in particular, no representations and warranties are made in relation to the completeness, accuracy, adequacy, completeness, character and condition of the Confidential Information and any other information that is given to the Recipient. The BCTF Group and its agents shall not be liable in any manner to the Recipient because of its use of such Confidential Information or any other information. In consideration of delivery to it of the Confidential Information and the right to review it, the Recipient hereby releases, remises and forever discharges the BCTF Group and its agents of all claims or causes of action in any way related to the completeness, accuracy, use of, or reliance upon, the Confidential Information or any other information provided to the Recipient.
10. The Recipient acknowledges under the terms of the applicable Sale Process(es), including, among other things, that the Monitor may negotiate with other parties, no contract or agreement (other than this Agreement) will exist between the Recipient and the BCTF Group unless and until a definitive agreement is entered into an approved by the Court and the Recipient is responsible for its own costs of the Evaluation and other steps in connection with the applicable Sale Process(es).
11. The Recipient acknowledges that, in the event of the unauthorized use or disclosure of the Confidential Information by the Recipient or by its Representatives, the damages for which the Recipient will be liable will include without limitation all loss and damages suffered by the BCTF Group (including all legal costs) and all claims of any third parties against the BCTF Group arising from such breach of this Agreement.
12. The Recipient acknowledges and agrees that the BCTF Group would be damaged if any provision of this Agreement were not performed by the Recipient and its Representatives in accordance with its terms. Accordingly, the Recipient expressly consents to the enforcement of this Agreement by injunctive relief or specific performance, without proof of actual damages or any requirement to post a bond. These specific remedies are in addition to any other remedy to which the BCTF Group may be entitled at law or in equity.
13. The Recipient agrees that the Confidential Information, together with any copies thereof, will be returned to the Monitor or destroyed promptly upon written request by the Monitor. That portion of the Confidential Information which consists of analyses, compilations, studies, or other documents prepared by the Recipient, its agents or its employees, shall be either held by the Recipient and kept confidential subject to the terms

of this Agreement or destroyed, and the Recipient shall confirm this to the Monitor in writing upon written request.

14. The BCTF Group strictly maintains its right to solicitor-client privilege, litigation privilege or other privilege or protection applicable to any Confidential Information. To the extent that any Confidential Information includes material subject to solicitor-client privilege, such disclosure is inadvertent, and the BCTF Group is not waiving and shall not be deemed to have waived solicitor-client privilege in respect of such material. The Parties acknowledge that they: (a) have a shared and common interest in the Evaluation; (b) will use the Confidential Information solely in order to advance that shared and common interest; and (c) intend that any Confidential Information provided will be subject to common-interest privilege and retain its privileged character.
15. Any notice required or permitted to be given under this Agreement shall be in writing (including by email) and delivered as follows:

- (a) if to the BCTF Group or the Monitor:

Alvarez & Marsal Canada Inc.
925 West Georgia Street, Suite 902
Vancouver BC V6C 3L2
Attention: Anthony Tillman and Pinky Law
Email: atillman@alvarezandmarsal.com and pinky.law@alvarezandmarsal.com

With a copy to:

Norton Rose Fullbright
510 West Georgia Street, Suite 1800
Vancouver BC V6B 0M3
Attention: Howard Gorman and Candace Formosa
Email: howard.gorman@nortonrosefulbright.com and
candace.formosa@nortonrosefulbright.com

- (b) if to the Recipient:

16. The Recipient may not assign this Agreement or any of its rights hereunder, whether in whole or in part. The BCTF Group may assign this Agreement without the consent of the Recipient, including to a purchaser in the Sales Processes. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no person other than a Party is entitled to rely on any of the provisions of this Agreement in any action, suit, proceeding or hearing in any forum.

17. The Recipient acknowledges and agrees that all restrictions in this Agreement are necessary and fundamental to the protection of the business of the BCTF Group and are reasonable and valid.
18. If any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
19. This Agreement constitutes the entire agreement and understandings between the Parties as to the subject matter hereto and supersedes all previous agreements between the Parties, whether expressed, implied, written, or oral (including any acknowledgements that the Recipient might provide in connection with accessing a data room in connection with the Sale Processes).
20. No waiver, consent, modification or change of the terms of this agreement shall bind either Party unless in writing and signed by both Parties. For greater certainty, no delay or failure to exercise any right under this Agreement shall operate as a waiver of such rights, nor shall any single or partial exercise of rights preclude any other or any further exercise of rights under this Agreement.
21. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of that Province.
22. This Agreement may be signed by the parties in as many counterparts as may be necessary, and may be delivered by facsimile or as a PDF attachment to an email, each of which when so signed and delivered will be deemed to be an original and such counterparts will together constitute one and the same instrument and the date of execution will be deemed to be the date and year set out on the first page of this Agreement.

[Signature page to follow]

Effective as of the date first above written.

**BC TREE FRUITS COOPERATIVE, BC
TREE FRUITS INDUSTRIES LIMITED and
GROWERS SUPPLY BCTF GROUP
LIMITED** by their Court-appointed Monitor,
ALVAREZ & MARSAL CANADA INC.,
acting in such capacity and not in its personal or
corporate capacity

Per: _____
Authorized Signatory
Name:
Title:

RECIPIENT:

Per: _____
Authorized Signatory
Name:
Title:

Signature page to Confidentiality and Non-Disclosure Agreement –2025