

CONFIDENTIALITY AGREEMENT

[Your Name]

[Date]

[Your address1]

[Your address2]

[Your address City, Lender Province]

[Your address Postal Code]

Attention: [Your Contact, Your Title]

As you may be aware, on September 7, 2023, Wabi Sabi Brands Ltd. (“**Wabi Sabi** or the “**Debtor**”) filed a Notice of Intention to Make a Proposal (the “**NOI**”) under section 50.4(1) of the Bankruptcy and Insolvency Act (“**BIA**”) and Harris & Partners Inc. (“**HPI**”) consented to act as the Proposal Trustee.

Wabi Sabi was deemed to have filed an assignment on September 18, 2023 and HPI was appointed as the Licensed Insolvency Trustee by the official receiver, subject to affirmation by the creditors of the Trustee’s appointment at the First Meeting of Creditors which will be held on October 3, 2023 at 10:00 am MST.

On September 22, 2023, Harris & Partners Advisory was appointed as the receiver (“the **Receiver**”) of all the assets, undertaking and properties of the Debtor (“the “**Property**”) pursuant to appointment by the secured creditors.

In connection with your consideration of a possible sale transaction (the “**Transaction**”) involving the assets of the Debtor, the Receiver is prepared to make available to you certain proprietary and confidential information concerning the Debtor (defined more fully below as the “**Confidential Information**”). As a condition to your receipt and use and continuing receipt and use of the Confidential Information, you and your Representatives (defined below) agree to treat such Confidential Information in accordance with the provisions of this Confidentiality Agreement (this “**Agreement**”), and to take or abstain from taking certain actions described below. For purposes hereof, the expression “**you**” includes you and your affiliates (who receive the Confidential Information or are made aware of the Transaction) on behalf of whom you are hereby contracting.

1. As used herein the term “**Confidential Information**” shall mean and include all information, in whatever form or medium, of a confidential or proprietary nature (whether or not designated or marked as confidential and proprietary) provided by or on behalf of the Debtor to you and pertaining or relating to the Debtor and all derivative materials such as notes, analyses, compilations, studies, interpretations or other documents prepared by you or your Representatives which contain, reflect or are based upon, in whole or in part, such confidential and proprietary information; provided, however, that the Confidential Information do not include information which (i) is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by you or your Representatives in violation of this Agreement, (ii) was within your possession prior to its being furnished to you by or on behalf of the Debtor pursuant hereto, provided that the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Receiver or any other party

with respect to such information, or (iii) becomes available to you on a non-confidential basis from a source other than the Receiver or any of its Representatives, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Receiver or any other party with respect to such information; the term “**Representatives**” shall mean directors, officers, employees, agents or advisors (including, without limitation, lawyers, accountants, consultants and financial advisors) acting on behalf of a party in the context of the Transaction.

2. Subject to Section 5, you hereby agree that you and your Representatives shall use the Confidential Information solely for the purpose of assessing, evaluating and if applicable, negotiating the Transaction and not directly or indirectly for any other purpose, and that the Confidential Information will be kept strictly confidential and that you and your Representatives will not disclose any of the Confidential Information in any manner whatsoever, provided, however, that (i) you may make a disclosure of such information with our prior written consent, and (ii) information may be disclosed to your Representatives who need to know such information for the sole purpose of evaluating or implementing a possible Transaction with the Receiver. You shall be responsible for any breach of this Agreement by any of your Representatives and you agree, at your sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain your Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
3. You shall take at least such steps in preserving the confidentiality of the Confidential Information as you take to preserve your own confidential and proprietary business information, or all commercially reasonable efforts to accomplish the same if such efforts would impose on you a higher standard of care.
4. Subject to Section 5, you agree that, without the Receiver’s prior written consent, you and your Representatives will not disclose to any other person the fact that the Confidential Information have been made available to you, that discussions or negotiations are taking place concerning a possible Transaction involving the Receiver or any of the terms, conditions or other facts with respect thereto (including the status thereof). The term “**person**” as used in this Agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.
5. If you or your Representatives are required by applicable law, or the rules of any relevant stock exchange, or in any judicial, administrative or other legal proceeding, or pursuant to a subpoena, civil investigative demand or other compulsory process, to disclose any Confidential Information, or any other information concerning the Debtor or the Transaction (a “**Disclosure Requirement**”), then, subject to applicable law, you shall: (i) give the Receiver prompt notice of any such Disclosure Requirement and the proposed information to be disclosed pursuant to it; and (ii) at the Receiver’s request and expense, co-operate with the Receiver in limiting the extent of the disclosure and in obtaining an appropriate protective order or pursuing such legal action, remedy or assurance as the Receiver deems necessary to preserve the confidentiality of the Confidential Information. If a protective order or other remedy is not obtained, and you or your Representatives are legally compelled to disclose the Confidential Information, you or your Representatives may disclose only that portion of the Confidential Information which is legally required to be disclosed; provided that you and your Representatives exercise best efforts to obtain, in cooperation with the Receiver and at the Receiver and/or Debtor’s expense, an appropriate protective order or other reliable assurance that confidential treatment is given to the Confidential Information so disclosed.

6. If you decide that you do not wish to proceed with a Transaction, you will promptly inform the Receiver of that decision. In that case, or at any time upon the Receiver's request for any reason, you will promptly, and within 7 business days, deliver to the Receiver or destroy all the Confidential Information (including all copies thereof and documents, notes and memoranda prepared by you or your Representatives) in the possession or control of you and your Representatives and confirm to the Receiver in writing that you have done so. Notwithstanding the return or destruction of the Confidential Information, you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder.
7. Without the prior written consent of the Receiver, you shall not directly or indirectly discuss or cooperate with or offer to any person, other than an affiliate, any position (debt or equity, co-investor, joint venture or otherwise) or any other form of direct or indirect participation in any possible Transaction. For greater certainty and without limiting the foregoing, without prior written consent of the Receiver, neither you nor your Representatives shall discuss the Transaction with any potential syndicate investors or other capital providers.
8. You recognize that Confidential Information may include "personal information". You acknowledge that you and your Representatives are bound by, and will comply with, all applicable privacy legislation with respect to any personal information disclosed to you by the Receiver in respect of a Transaction.
9. Without the prior consent of the Receiver, neither you nor your Representatives shall contact (except for those contacts made in the ordinary course of business and consistent with past practices) any current or former officer, director, employee or agent of the Debtor regarding the Transaction. Unless otherwise agreed to by the Receiver, all (i) communications regarding any possible Transaction, (ii) requests for additional information, (iii) requests for property visits or management meetings, and (iv) discussions or questions regarding procedures in connection with any possible Transaction, will be submitted or directed exclusively to Jill Strueby at Harris & Partners Advisory Inc., in its capacity as Receiver of the Debtor.
10. The parties share a common legal and commercial interest in all Confidential Information which is and remains subject to all applicable privileges, including solicitor-client privilege, anticipation of litigation privilege, work product privilege and privilege in respect of "without prejudice" communications. No waiver of any privilege is implied by the disclosure of Confidential Information to any person pursuant to the terms of this Agreement.
11. To the extent that the Debtor owns any Confidential Information, it will remain the exclusive property of the Debtor. Nothing in this Agreement or in the disclosure of any Confidential Information confers any interest in the Confidential Information to you or any of your Representatives.
12. You understand and acknowledge that the Receiver is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or have any liability to you or to any of your Representatives relating to or resulting from the use of the Confidential Information. Only those representations or warranties, if any, which are made in a

final definitive agreement regarding a Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

13. Unless and until a final definitive agreement regarding a Transaction between the Receiver and you has been executed and delivered, neither of us nor our respective Representatives or shareholders will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement except for the matters specifically agreed to herein. Unless the parties otherwise expressly agree in writing, either party hereto may terminate discussions and negotiations with the other party at any time.
14. You agree that money damages would not be a sufficient remedy for any breach of this Agreement by you or any of your Representatives and that the Receiver shall be entitled (upon proper proof) to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by you of this Agreement but shall be in addition to all other remedies available at law or equity to the Receiver and/or the Debtor. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that you or any of your Representatives have breached this Agreement, then you shall be liable and pay to the Receiver the reasonable legal fees incurred by the Receiver and/or the Debtor in connection with such litigation, including any appeal therefrom.
15. You hereby agree to indemnify and hold harmless the Receiver and the Debtor 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.
16. Except as otherwise provided in this agreement, the obligations of the parties under this Agreement shall terminate two (2) years from the date hereof (the "**Restriction Period**"), and any such termination shall not relieve you from your responsibility for any breach of this Agreement prior to such termination; provided that, for clarity, if you do not comply with Section 5 above, or in the event you retain any Confidential Information for any reason, you shall continue to be bound by your obligations of confidentiality with respect to such Confidential Information for so long as it is retained by you or your Representatives.
17. Except in the context of evaluating this Transaction, you agree that during the Restriction Period, neither you nor any of your affiliates (including any person or entity directly or indirectly through one or more intermediaries controlling you or controlled by or under common control with you) will, without the prior written authorization of the Receiver, directly, indirectly, or jointly or in concert with any other person: (i) purchase, offer or agree to purchase any securities (including equity and debt securities), direct or indirect rights or options to acquire securities, bank indebtedness, trade claims or other liabilities of the Debtor or assets of ours or any of our affiliates; (ii) enter into, offer or agree to enter into or engage in any discussions or negotiations with any party, including but not limited to the Debtor's existing lenders, investors or stakeholders, with respect to any matters whatsoever relating to us or any of our affiliates, or any transaction relating to all or part of the Debtor, any of our affiliates or any of their respective businesses, or propose any of the foregoing; (iii) solicit proxies from our shareholders or otherwise attempt to influence the conduct of our shareholders or the voting of our or any of our affiliates' voting securities; (iv) form, join or in any way participate in any group acting jointly or in concert with respect to the

foregoing; (v) seek any modification to or waiver of your agreements and obligations under this Agreement; (vi) seek, propose or otherwise act alone or in concert with others, to influence or control the management, board of directors or policies of the Debtor or any of our affiliates; (vii) advise, assist or encourage, act as a financing source for or otherwise invest in any other person in connection with any of the foregoing activities; or (viii) disclose any intention, plan or arrangement, or take any action inconsistent with the foregoing.

18. This Agreement may not be assigned in whole or in part without the written consent of the Receiver.
19. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. 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.
20. This Agreement contains the entire agreement between the parties concerning the subject matter hereof and shall be governed by and construed in accordance with the laws of the Province of Alberta.
21. You acknowledge that you are aware and will advise your officers, employees, professional consultants and representatives that securities laws impose certain restrictions with respect to the purchase and sale of securities of an issuer by a person who has received material non-public information concerning the matters which are the subject of this Agreement and by persons who have received such information from such person and it hereby agrees to abide by such securities laws.
22. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an electronic signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

Please confirm your agreement with the foregoing by signing and returning one copy of this Agreement to the undersigned, whereupon this Agreement shall become a binding agreement between you and the Receiver.

Very truly yours,

**HARRIS & PARTNERS ADVISORY INC., in its capacity
as the Receiver of Wabi Sabi Brands Ltd., and not in its
personal or corporate capacity**

By: _____

Name: Jill Strueby

Title: Partner

Agreed to and accepted as of the date first above written:

[NAME OF YOUR INSTITUTION]

By: _____

Name:

Title:

Authorized Signatory