

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020,

**BETWEEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to (collectively, if applicable) as the "**Recipient**")

**AND:**

The Bowra Group Inc., in its capacity as Trustee of the bankruptcy estate for Left Technologies Inc. and not in its personal or corporate capacity

(hereinafter referred to as the "**Trustee**")

**WHEREAS** by a virtue of a bankruptcy dated August 26, 2020, the Trustee is authorized to sell or liquidate all of the assets of Left Technologies Inc. (the "**Company**").

**AND WHEREAS** the Recipient confirms its interest in obtaining information related to evaluating a possible transaction involving the direct or indirect acquisition by the Recipient of: certain assets of the Company (collectively, the "**Property**"), all of which information shall be referred to herein as "**Confidential Information**".

**AND WHEREAS** the Recipient hereby requests that the Trustee make available to the Recipient the Confidential Information.

**NOW THEREFORE**, in consideration of the Trustee providing or causing to be provided the Confidential Information to the Recipient, the Recipient hereby undertakes, covenants and agrees with the Trustee as follows:

1. In this Agreement, "**Recipient**" includes any directors, shareholders, trustees, officers, employees and agents and affiliates of the Recipient.
2. For certainty, in this Agreement, "**Confidential Information**" includes any and all information (in whatever form, whether written, oral, electronic or otherwise) provided by the Trustee or its advisors or the Company, whether disclosed prior to or after the signing of this Agreement, to the Recipient or the Recipient's Representatives (as defined herein), relating directly or indirectly to the Property, whether factual or interpretive, and howsoever obtained by the Recipient or the Recipient's Representatives (whether in data books, physical or virtual data rooms, presentations or otherwise), all communications between the Trustee or any of its advisors and the Recipient or the Recipient's Representatives and any and all notes, memoranda, summaries, analyses, reports, documents and other information developed by or for the Recipient to the extent they are based upon, contain or reflect, in whole or in part, the information furnished to the Recipient or the Recipient's

Representatives pursuant hereto, and includes but is not limited to: (1) any information provided in the course of site visits and inspections of any Property, and (2) the existence, status and contents of such discussions or negotiations relating to the potential acquisition of the Property, provided however that Confidential Information shall not include:

- (a) information generally available in the public domain at the time of disclosure to the Recipient or the Recipient's Representatives;
  - (b) information which enters the public domain and becomes generally available to the public through no fault or act of the Recipient or the Recipient's Representatives;
  - (c) information required to be disclosed by law; and
  - (d) information that the Recipient can demonstrate by written records was received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations.
3. The Recipient shall maintain the strict confidentiality of the Confidential Information and shall not use or disclose the Confidential Information, in any manner whatsoever, in whole or in part other than as provided in section 4 below or for the purpose of evaluating the Property for the purpose of determining whether the Recipient may wish to make an offer to purchase such Property (the "**Purpose**").
  4. The Recipient may only disclose the Confidential Information to such persons who are directors, officers, employees, legal advisors or financial advisors of the Recipient (collectively, the "**Recipient's Representatives**") on a "need to know" basis and solely for the Purpose. Prior to disclosing any Confidential Information to any Recipient's Representative, the Recipient shall take all such steps as are necessary or desirable to ensure that such Recipient's Representative is aware of the terms and conditions of this Agreement and has agreed to comply with such terms and conditions. The Recipient shall not disclose the Confidential Information to any other party without the express written consent of the Trustee. Upon such written consent of the Trustee, such party shall be deemed to be a Recipient's Representative hereunder.
  5. The Recipient agrees that it shall be liable for any and all damages as a result of any disclosure or use of Confidential Information in breach of the terms of this Agreement by the Recipient or the Recipient's Representatives.
  6. The Recipient shall maintain and shall provide, upon written request of the Trustee, a list of the Recipient's Representatives who have received any Confidential Information.
  7. The Recipient shall promptly notify the Trustee of any unauthorized use, possession or disclosure of the Confidential Information of which it becomes aware.
  8. The Recipient acknowledges and agrees that in the course of its due diligence in respect of the Property, the Recipient may request and the Trustee may disclose certain personnel records and other information related to the Property that may include "personal information" of identifiable individuals (the "**Personal Information**"). The Recipient hereby confirms to the Trustee that any Personal Information requested in the course of its due

diligence shall be necessary in order for the Recipient to determine whether to proceed with the proposed purchase of the Property.

9. The Recipient hereby covenants and agrees that:
  - (a) the Recipient is bound by and shall comply with all applicable privacy laws with respect to any Personal Information disclosed under or pursuant to this Agreement;
  - (b) prior to closing of a purchase of the Property, any Personal Information that the Trustee discloses to the Recipient shall be used by the Recipient solely for the Purpose, and the Recipient shall not disclose or otherwise make available any of the Personal Information except in accordance with this Agreement;
  - (c) if the proposed purchase of the Property does not proceed or is not completed within a reasonable period of time, the Recipient will promptly return, destroy or permanently delete all of the Personal Information disclosed to the Recipient by the Trustee in accordance with the Trustee's instructions; and
  - (d) if the proposed purchase of the Property is completed: (i) the Recipient shall only use or disclose the Personal Information for the same purposes for which it was collected, used or disclosed by the Trustee, or as otherwise permitted by and in accordance with applicable privacy laws; and (ii) the Recipient shall notify the individuals who are the subject of the Personal Information that the purchase of the Property has taken place and that their Personal Information was disclosed to the Recipient.
10. This Agreement shall terminate on the earlier of the completion of the Purpose, written notice of termination from the Trustee, or 12 months from the date of its execution. Upon termination of this Agreement, the Recipient shall immediately discontinue and cease using the Confidential Information and promptly return, destroy or permanently delete, as applicable, all documents comprising the Confidential Information (including any of the Recipient's notes containing all or any portion of the Confidential Information) and all the copies thereof to the Trustee or as the Trustee may direct.
11. The Recipient acknowledges and agrees with the Trustee that:
  - (a) the entering into of this Agreement by the Trustee does not obligate the Trustee to deliver and provide to the Recipient any Confidential Information;
  - (b) the provision of the Confidential Information by the Trustee to other interested parties does not render such Confidential Information as public information;
  - (c) the Trustee reserves the right to withdraw, amend, supplement or replace all or any part of the Confidential Information at any time;
  - (d) the Recipient will rely upon its own investigations, due diligence and analyses in evaluating any potential agreement relating to the Property and the Purpose;

- (e) neither the Trustee, nor any of its respective directors, officers, employees, professional advisors or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and the Recipient is and will be relying upon its own investigations, due diligence and analyses in evaluating and satisfying itself as to all matters relating to the Property and/or the Purpose, including without limitation the Confidential Information; and
  - (f) neither the Trustee, nor any of its respective directors, officers, employees, professional advisors, successors or agents shall have any liability to the Recipient resulting from any use of the Confidential Information.
- 12. The Recipient acknowledges and agrees that the Trustee is free to conduct any process with respect to the solicitation, negotiation and closing of a possible transaction involving the Property as it, in its sole discretion, shall determine (including, without limitation, negotiating with any person and entering into any agreement without prior notice to the Recipient or to any other person) and the Recipient acknowledges and agrees that any procedures relating to any possible transaction may be changed at any time and without notice to the Recipient or any other person.
- 13. The Recipient agrees that the Trustee reserves the right, in its sole discretion, to reject any and all proposals made with respect to the Property and to terminate discussions and negotiations, if any, with the Recipient at any time.
- 14. Nothing contained in this Agreement is intended to grant any rights to the Recipient under any intellectual property right or law.
- 15. Without limitation and in addition to any other rights that the Trustee may have against the Recipient by reason of any breach of this Agreement, the Recipient hereby indemnifies and saves harmless the Trustee and its directors, officers, employees, professional advisors, successors or agents from and against any loss or disclosure of the Confidential Information and from all actions, proceedings, claims, demands, costs and damages in any way resulting from any breach or non-performance by the Recipient or the Recipient's Representatives of any of its covenants or obligations under this Agreement. The Recipient acknowledges and agrees that the Company and its directors, officers, employees, professional advisors or agents are third party beneficiaries of this Agreement, and that such persons shall have the right to directly enforce its terms (including without limitation the terms set forth in this paragraph 15).
- 16. The Recipient acknowledges and agrees that a breach of any of the covenants or other provisions of this Agreement would result in irreparable harm and continuing damages to the Trustee which cannot be adequately compensated by an award of monetary damages and that:
  - (a) each and every provision of this Agreement, including without limitation, the covenants set out herein, shall be specifically enforceable at law or in equity; and
  - (b) each and every restriction in this Agreement shall be restrainable and compellable by injunction or declaratory relief.

17. In addition to any entitlement to an award of monetary damages which may arise in favour of the Petitioners or Trustee, the Recipient hereby consents to any order or judgment sought by the Trustee or the Petitioners' seeking the enforcement, restraint or compelling of any or all of the Recipient's covenants set out in this Agreement.
18. If the Recipient is comprised of more than one entity, then the obligations of the entities comprising the Recipient shall be joint and several.
19. This Agreement represents the entire understanding and agreement between the Trustee and the Recipient and supersedes all prior communications, agreements and understanding relating to the subject matter hereof.
20. This Agreement may be modified only by a written amendment duly signed by each of the parties.
21. This Agreement may not be assigned in whole or in part by the Recipient without the prior written consent of the Trustee in its sole discretion.
22. This Agreement shall be binding and enure to the benefit of each party and its respective successors and permitted assigns.
23. No waiver of or consent to depart from the requirements of any provision of this Agreement shall be binding unless it is in writing and signed by the party giving it and, unless otherwise therein stated, no such waiver or consent shall constitute a continuing waiver or consent or in any way be considered a waiver or consent to depart from the requirements of any other provision. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
24. In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
25. This Agreement shall be governed by the laws of the Province of British Columbia without regard to the conflict of laws principles therein, and the parties irrevocably consent, submit and attorn to the jurisdiction of the courts in the Province of British Columbia, sitting in Vancouver.
26. This Agreement may be executed in any number of counterparts and delivered via facsimile or email in PDF, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

27. The Recipient agrees and acknowledges that the Trustee is acting under this Agreement and all other documents and agreements to be made or delivered by it contemplated herein only in its representative capacity as Trustee and neither the Trustee nor its directors, officers, agents, servants or employees shall have any personal or corporate liabilities hereunder whether at common law or by statute, or equity or otherwise as a result hereof.

**IN WITNESS WHEREOF** this Agreement has been executed by each of the parties as of the date first written above.

\_\_\_\_\_  
[name of corporate recipient]

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
[name of individual principal of corporate recipient, if applicable]

The Bowra Group Inc., in its capacity as Trustee  
of the bankruptcy estate for Left Technologies Inc.  
and not in its personal or corporate capacity

By: \_\_\_\_\_  
Name:  
Title: