_____, 2026

VIA EMAIL

To whom it may concern:

Re: Confidentiality and Non-Disclosure Agreement
In the Matter of the Receivership of Location John Scotti inc. / John Scotti Leasing Inc. in court file 500-11-067044-269

Capitalized terms used in the context of this Agreement shall have the meaning ascribed to them in the section entitled "Definitions".

On April 1st, 2026, the Superior Court of Québec (Commercial Division) in the District of Montreal (the "**Court**") issued an order (the "**Order**") appointing Deloitte Restructuring Inc. to act as receiver (the "**Receiver**") to all the property of Location John Scotti inc. / John Scotti Leasing Inc. (the "**Debtor**"), of any nature and kind whatsoever, wherever situated, and regardless of whose possession it may be in (the "**Property**").

The Order grants the Receiver all necessary powers to interest or solicit a potential purchaser or purchasers, including, without limitation, the right to call for public tenders or make private solicitations for the disposition of Property.

In the context of the solicitation of bids (the "**Solicitation process**") being conducted by the Receiver, the Disclosing Parties are willing to disclose and make available to any Recipient, on a confidential basis and pursuant to the terms and conditions set out herein, the Evaluation Material, for the purpose of considering a possible Transaction.

By signing and returning this Agreement, the Recipient covenants and agrees with the Receiver as follows:

1. DEFINITIONS

The following terms as used in this Agreement shall have the following meaning:

(a) "**Affiliate**": When used to indicate a relationship with a specified Person, shall mean a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(b) **"Agreement"**: Shall mean the present agreement, as it may be amended or supplemented from time to time in accordance with its terms.

(c) **"Business"**: Shall mean the business, affairs, operations or property and assets of the Debtor.

(d) **"Court"**: Shall have the meaning ascribed to it in the preamble.

(e) **"Debtor"**: Shall have the meaning ascribed to it in the preamble.

(f) **"Disclosing Party" or "Disclosing Parties"**: Shall mean the Receiver (acting solely in its capacity as the Receiver of the Property of the Debtor and not in its personal capacity), the Debtor, and their respective Representatives.

(g) **"Evaluation Material"**: Shall mean all information (in whatever form, whether documentary, computer storage or otherwise and regardless of whether specifically identified as "confidential") that any Disclosing Party discloses to the Recipient in the course of the Recipient's evaluation of a possible Transaction, whether prior to or after the execution of this Agreement, which contains or otherwise reflects information concerning any Disclosing Party (as applicable), the Business, the Property or a possible Transaction. It shall also include any Notes. The term "**Evaluation Material**" does not include any information:

(i) that at the time of disclosure to the Recipient or thereafter, is or becomes generally available to or known by the public (other than as a result of a disclosure by the Recipient or one of its Representatives in violation of this Agreement), although no information shall be deemed to be public merely because it forms part of more general information that is public;

(ii) that was received by the Recipient on a non-confidential basis from a source other than the Disclosing Parties that the Recipient does not know or reasonably believe to be prohibited from transmitting the information by a confidentiality agreement with or other contractual, legal or fiduciary obligation in favour of a Disclosing Party;

(iii) that the Recipient is able to demonstrate was disclosed to the Recipient by a Disclosing Party on a non-confidential basis; or

(iv) that was or is independently developed or otherwise discovered by the Recipient without using any Evaluation Material and without breaching the terms of this Agreement.

(h) **"Notes"**: Shall mean any and all reports, analysis, compilations, data, notes or other information that are prepared by the Recipient or Disclosing parties or their respective Representatives (in whatever form, whether documentary, computer storage or otherwise) which, in whole or in part, are based on, derived from, contain or reflect any Evaluation Material.

(i) **"Order"**: Shall have the meaning ascribed to it in the preamble.

(j) **"Person"**: Shall be broadly interpreted and shall include any individual, body corporate (with or without share capital), partnership, limited partnership, syndicate, sole proprietorship, joint venture, association, unincorporated organization, trust, trustee,

executor, administrator or other legal representative, the Crown or any agency or instrumentality thereof and any other entity.

(k) **"Potential Bidder"**: Shall mean a Person having signed a non-disclosure agreement.

(l) **"Property"**: Shall have the meaning ascribed to it in the preamble.

(m) **"Receiver"**: Shall have the meaning ascribed to it in the preamble.

(n) **"Recipient"**: Shall mean the Person entering into and executing this Agreement.

(o) **"Representative"**: Shall mean the directors, officers, holding companies, employees, agents, lawyers, consultants, accountants, financial and other advisors, prospective banks or other institutional lenders in respect of a Transaction or possible Transaction and the directors, officers and employees of any such agents, advisors and lenders.

(p) **"Solicitation process"**: Shall have the meaning ascribed to it in the preamble.

(q) **"Transaction"**: Shall mean an acquisition transaction of the Business, the Property or any portion thereof.

2. DISCLOSURE OF THE TRANSACTION PROCESS AND USE OF THE EVALUATION MATERIAL

The Recipient undertakes, acknowledges, and agrees to the following:

(a) Except as permitted under Section 2(b) hereof, the Recipient will not disclose to any Person the fact that discussions or negotiations are taking place concerning a Transaction, the process that may lead to a Transaction, the Evaluation Material or any of the terms, conditions or other facts with respect thereto (including the status thereof and the mere existence or status of this Agreement).

(b) The Recipient may disclose the Evaluation Material to those of its Representatives who require knowledge of the Evaluation Material for the purpose of considering or evaluating a Transaction, so long as the Recipient, prior to disclosing Evaluation Material to any such Representative, issues appropriate instructions to such Representative to satisfy its obligations herein and obtain its agreement to receive and use the Evaluation Material on a confidential basis on the same conditions as contained in this Agreement. The Recipient shall cause its Representatives to comply with the terms of this Agreement and shall be liable for any breach of this Agreement by its Representatives who received Evaluation Material.

(c) The Recipient will not use any of the Evaluation Material in any manner except as required for the consideration, evaluation, and negotiation of a Transaction. The Recipient shall not use the Evaluation Material so as to obtain any commercial advantage or in any way which is, directly or indirectly, detrimental to any Disclosing Party or future Potential Bidder.

(d) The Recipient will protect the Evaluation Material and keep it confidential. All rights, titles, and interests in and to the Evaluation Material will remain the exclusive property of the applicable Disclosing Party and the Evaluation Material will be kept confidential by the Recipient. No interest or right respecting the Evaluation Material, other than as

may be expressly set out herein, is granted to the Recipient under this Agreement by implication or otherwise. Except as otherwise specified herein, the Recipient will not directly or indirectly disclose, allow access to, transmit or transfer any Evaluation Material to a third party without the Receiver's prior written consent.

(e) The Evaluation Material will not be copied, reproduced in any form, or stored in a retrieval system or data base by the Recipient without the prior written consent of the Receiver, except for such copies and storage as may be required by the Recipient in connection with considering and evaluating a Transaction.

(f) If the Recipient or its Representatives are legally compelled, either by applicable law or by a process having the force of law, to disclose any Evaluation Material, the existence of this Agreement or any of its terms, or to make any comment, statement, or communication regarding any facts or information referred to in Section 2(a) hereof, they must first provide the Disclosing Parties with prompt notice of such legal requirement, unless notice is prohibited by law. This is to enable the Disclosing Parties to seek an appropriate protective order or other remedy, or to waive compliance with the terms of this Agreement, or both. The Recipient will not oppose any action by the Disclosing Parties to seek such a protective order or other remedy. If such a protective order or other remedy is not obtained, or if a Disclosing Party waives compliance with the provisions of this Agreement, the Recipient and its Representatives will disclose only that portion of the Evaluation Material which they are advised by counsel is legally required. They will use commercially reasonable efforts to ensure that the disclosure will be afforded confidential treatment and to obtain a protective order or other reliable assurance that confidential treatment will be afforded to the Evaluation Material so disclosed.

(g) This Agreement does not constitute any representation, warranty or guarantee (whether express or implied) with respect to the accuracy or completeness of any Evaluation Material and neither the Recipient nor its Representatives will be entitled to rely on the accuracy or completeness of the Evaluation Material, or any of it, except as otherwise may be provided in specific representations and warranties in a definitive agreement to be entered into by the Receiver in connection with a Transaction, subject to the Court's prior approval. None of the Disclosing Parties or any of their Affiliates will be liable for any errors or omissions in the Evaluation Material or the use or the results of the use of the Evaluation Material.

(h) The Recipient will promptly advise the Receiver if it determines not to seek to proceed with a Transaction or possible Transaction. In such event, or at any time upon request of the Receiver, the Recipient will promptly return to the Receiver all Evaluation Material and all copies thereof in any form whatsoever under the power or control of the Recipient or its Representatives and delete the Evaluation Material from all retrieval systems and data bases or destroy same as directed by the Receiver and provide a certificate signed by an authorized officer of the Recipient who supervised the return or destruction of the Evaluation Material certifying the Recipient's deletion thereof. Notwithstanding the foregoing, the Recipient and its Representatives shall (i) be permitted to retain one copy of the Evaluation Material in a secure location not accessible in the ordinary course of business solely for the purpose of (x) complying with applicable laws, rules or regulations of any governmental agency or self-regulatory organization to which the Recipient (or its Affiliates) are subject (y) complying with *bona fide* internal document retention

policies or (z) identifying its obligations under this Agreement or defending against any claim or allegation that the Recipient or its Representatives have breached this Agreement, and (ii) not be required to destroy, delete, or modify any backup tapes or other media pursuant to automated archival processes in the ordinary course of business, it being understood in each case that any such surviving Evaluation Material shall remain subject to the limitations of this Agreement.

(i) No Disclosing Party will be under any legal obligation or have any liability to the Recipient of any nature whatsoever with respect to a Transaction by virtue of this Agreement and resulting from the use of the Evaluation Material.

(j) The Recipient will indemnify and hold harmless the Disclosing Parties from and against all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind (including all legal fees and costs on a solicitor and client basis) resulting from or in connection with any breach of this Agreement by the Recipient or its Representatives.

(k) The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or its Representatives of any term or provision of this Agreement and that the Disclosing Parties will also be entitled to injunction relief and specific performance, in the event of any breach hereof and in addition to any other remedy available pursuant to this Agreement. The Recipient agrees that it shall not oppose the granting of such relief on the basis that the Disclosing Parties have an adequate remedy at law and that it shall pay any reasonable and documented fees and expenses that the Disclosing Parties may incur in enforcing this Agreement.

3. COMMUNICATIONS WITH POTENTIAL BIDDERS

(a) The Recipient shall not communicate with any Potential Bidder unless expressly authorized in writing by the Receiver. Any such authorization shall be limited in scope and duration, and the Recipient shall comply strictly with all conditions imposed by the Receiver. If authorization is granted, the Recipient may communicate directly with the authorized Potential Bidder solely within the limited scope and duration authorized by the Receiver, and for no other reason whatsoever and, unless expressly advised otherwise by the Receiver, in the presence of the Receiver.

(b) The Recipient agrees that neither the Recipient nor any of the Recipient's Representatives will approach, correspond with, talk to or contact in any other manner, any Representative, customer, supplier, distributor, franchisee or creditor of the Debtor or their Affiliates or any of their respective Representatives concerning a Transaction or possible Transaction, the Solicitation process or the Evaluation Material, without the prior written consent of the Receiver. All communications regarding this Agreement and any Transaction will initially be made through the following individuals or their legal counsels:

(i) **Deloitte Restructuring Inc. in its capacity as Receiver**
1190 avenue des Canadiens-de-Montréal, Suite 500, Montréal, Québec, H3B 0M7

Julie Mortreux and Mykael Martel
Phone: 514-393-5400; 514-369-9517
Email: jmortreux@deloitte.ca; mmartel@deloitte.ca

(ii) Fishman Flanz Meland Paquin s.e.n.c.r.l., counsel to the Receiver
Place du Canada, 1010 de la Gauchetière Ouest, Suite 1600, Montreal, Québec, H3B 2N2

Nicolas Brochu and Jason Dolman

Phone : 514-932-4100, ext. 235; 514-932-4100, ext. 272
Email : nbrochu@ffmp.ca; jdolman@ffmp.ca

(c) Without limitation to any other confidentiality obligations set forth herein, under no circumstances shall the Recipient disclose, directly or indirectly, to any Potential Bidder any information concerning any other Potential Bidder. This prohibition expressly includes, without limitation, the identity, name, existence, number, or participation of other Potential Bidders, as well as any terms, conditions, pricing, or other details of any possible Transaction considered by a Potential Bidder. Furthermore, the Recipient shall not disclose, reference, or allude to any information relating to the Solicitation process, except as strictly necessary and authorized by the Receiver. For the avoidance of doubt, all such information shall be deemed "Evaluation Material" for the purposes of this Agreement, and the Recipient acknowledges that any disclosure of such information would constitute a material breach of this Agreement.

(d) In addition, the Recipient shall not, under any circumstances, discuss, reveal, or imply any business terms, commercial considerations, or negotiation points relating to the Solicitation process or a possible Transaction that may have been discussed with any other Potential Bidder. The Recipient shall take all necessary precautions to ensure that no inadvertent disclosure occurs, including implementing appropriate internal safeguards and limiting access to Evaluation Material to those individuals who have a strict need to know and are covered by the terms of a non-disclosure agreement.

(e) Without limitation to any other provision of this Agreement, any meetings, discussions, or communications relating to the Solicitation process, a possible Transaction or a Transaction that may have occurred between the Recipient and any Potential Bidder prior to the execution of this Agreement shall be deemed subject to the provisions of this Section 3. The Recipient expressly acknowledges that such prior interactions do not diminish, waive, or otherwise affect the obligations set forth herein, and that all restrictions, confidentiality undertakings, and limitations on disclosure apply with full force and effect to any information exchanged during those meetings, discussions, or communications.

4. DURATION

This Agreement shall be effective from the date of its execution and shall terminate twenty-four (24) months after the date upon which all copies of the Evaluation Material are returned or deleted in accordance with this Agreement.

5. MISCELLANEOUS

(a) Nothing in this Agreement shall be construed as an obligation of the Disclosing Parties to make any particular disclosure of the Evaluation Material.

(b) This Agreement constitutes the entire agreement between the Recipient and the Disclosing Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between them with respect thereto.

(c) This Agreement may only be amended, modified, or supplemented by a written agreement signed by the Recipient and the Receiver.

(d) Neither the Recipient nor its Representatives shall have any right to assign its rights, powers and privileges under this Agreement without prior written approval from the Receiver.

(e) This Agreement and the undertakings of confidentiality contained therein shall enure to the benefit of any Potential Bidder that closes a Transaction pursuant to the Solicitation process.

(f) 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 is signed by the Receiver. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a Disclosing Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

(g) This Agreement is governed by and will be construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein. The Recipient hereby attorns to the exclusive jurisdiction of the courts of the Province of Québec, district of Montreal for any legal suit, action, litigation, or proceedings of any kind whatsoever, arising out of, from or relating to this Agreement.

(h) This Agreement may be validly executed in .pdf format and transmitted electronically by email, and each such copy shall represent an original copy.

(i) The Recipient has expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Le soussigné a expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

Please confirm the Recipient's agreement with the foregoing by signing and returning the attached acknowledgement copy of this Agreement.

Yours truly,

Julie Mortreux

Deloitte Restructuring Inc.
Acting solely in its capacity as the Receiver of the Property of the Debtor, and not in its personal capacity

NAME OF RECIPIENT: _____

_____
Authorized Signatory

Name: _____

Title: _____