

PRIVATE AND CONFIDENTIAL
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement")

PROJECT _____

In connection with the potential sale or purchase of the assets of or shares in all or some of TCAS HOLDINGS LIMITED, SUSTAINABLE FISH FARMING (CANADA) LIMITED, SUSTAINABLE BLUE INC. and TCAS IP INC. (collectively the "**Group**"), Deloitte Restructuring Inc., in its capacity as court-appointed receiver and manager of the Group (hereinafter referred to as "**DRI**"), under a sales investment and solicitation process authorized by order of the Supreme Court of Nova Scotia issued June 20, 2024, has agreed to furnish _____ (hereinafter referred to as the "**Recipient**") with certain information, which is non-public, confidential and/or proprietary in nature. Such information, in whole or in part, together with any additional information furnished to the Recipient by DRI or the Group including any oral communication in connection therewith and any analyses, compilations, studies or documents prepared during the review of the potential acquisition or sale of all or a part of the Group (the "**Transaction**") by the Recipient, its advisors, agents, representatives, lenders, investors, affiliates, directors, officers, managers, members, and/or employees (collectively, the "**Restricted Parties**") which contain or otherwise reflect such information is hereinafter referred to as the "**Information**". In consideration of the Group and DRI furnishing the Information to the Recipient, the Recipient agrees that:

1. The Information will be kept confidential and shall not, without the prior written consent of the Group or DRI, be disclosed by the Restricted Parties in any manner whatsoever, in whole or in part, and shall not be used by the Restricted Parties for any purpose other than in connection with the investigation of a Transaction nor in any way detrimental to the Group, directly or indirectly, including for competitive purposes. The Recipient agrees to inform each of the Restricted Parties of the confidential nature of the Information and agrees to require that each of the Restricted Parties agree in writing to be bound by the terms and conditions of this Agreement in advance of the Recipient providing any Information to those Restricted Parties. The Recipient further agrees to be directly responsible for any breach of this Agreement by the Restricted Parties. Without the prior written consent of the Group or DRI, the Recipient will not, and the Recipient will direct each of the Restricted Parties not to, disclose to any person the fact that the Information has been made available or that the Recipient has inspected any portion of the Information, the fact that discussions have taken place, or may take place, concerning the Transaction or a possible transaction between the Group and the Recipient or other facts with respect to these discussions. The Recipient also agrees to take all reasonable precautions, including the establishment of appropriate procedures, to safeguard in strictest confidence the Information, including limiting disclosure of the Information to those Restricted Parties who are actively and directly participating in the evaluation of a Transaction. Any document or information provided to the Recipient is presumed to be confidential and subject to the terms of the Agreement. The Recipient will notify DRI in writing promptly upon its learning of any breach of this Agreement by any of the Restricted Parties.
2. Immediately upon request by the Group or DRI, the Information will be returned to DRI or destroyed without retaining any copies thereof. An officer of the Recipient will certify to DRI and the Group, either in writing or via electronic communication, that the Recipient has complied with the foregoing covenant.

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3. In the event that the Recipient or any of the Restricted Parties becomes legally compelled to disclose any of the Information, the Recipient will provide DRI with prompt notice before such Information is disclosed so that the Group may seek a protective order or other appropriate remedy and the Recipient will provide reasonable assistance to the Group in obtaining such an order or other remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the Recipient will furnish only that portion of the Information which it is advised by written opinion of counsel is legally required and will exercise its best efforts to assist the Group to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Information that is disclosed.
4. The Recipient agrees, for a period of 24 months from the date of signing of this Agreement, not to directly or indirectly solicit for employment or otherwise employ, without the written consent of the Group, any of the current employees of the Group, or its affiliates, to whom the Recipient has been directly or indirectly introduced, or otherwise had contact with as a result of its consideration of a Transaction. The foregoing shall not prohibit the Recipient from hiring any such employee who is not an officer of the Group as a result of general solicitations not specifically targeted at employees of the Group or its affiliates.
5. Any questions concerning the Information or the Group will be directed by the Recipient to DRI or its counsel. The Recipient will not approach the Group or any of its employees, customers, vendors, creditors or others doing business with it without the prior written consent of DRI or the Group.
6. Nothing contained herein shall in any way restrict or impair the Recipient's right to use, disclose or otherwise deal with:
 - a. Information which at the time of its disclosure is, or which thereafter becomes through no fault of the Restricted Parties, part of the public domain by publication or otherwise;
 - b. Information which the Recipient can demonstrate to the Group's reasonable satisfaction was in its possession at the time of disclosure and was not acquired, directly or indirectly, from any third party under any confidentiality obligation; and
7. The Recipient understands and acknowledges that neither DRI nor the Group or any of its directors, officers, shareholders, employees, agents or other representatives are making any representation or warranty, express or implied, as to the accuracy or completeness of any of the Information, nor will DRI, the Group or any of its directors, officers, shareholders, employees, agents or other representatives have any liability to the Recipient or any other person resulting from the Recipient's use of the Information. The Recipient agrees that only those representations and warranties made by the Group or its shareholders in a definitive agreement, if any, executed by the Recipient and the Group, subject to such limitations and restrictions as may be expressed in such agreement, will have any legal effect. The Recipient shall have no claim whatsoever against the Group or any of the Group's financial and other advisers, agents, shareholders, directors, officers or employees (except any claim which shall arise from fraud or dishonesty) if all or any of the Information should prove to be inaccurate, incomplete or misleading in any respect whatsoever. The Recipient further acknowledges and agrees that (i) nothing herein establishes a commitment by the Recipient or the Group to

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negotiate or enter into any definitive agreement relating to, or otherwise pursue or consummate, any potential Transaction, (ii) the Group and its representatives may conduct a process that may or may not result in a Transaction in such manner as the Group and its advisors, in their sole discretion, may determine (including, without limitation, negotiating and entering into a final acquisition agreement with any third party without notice to the Recipient) and (iii) the Group and its shareholders reserve the right to change (in their sole discretion, at any time and without notice to the Recipient) the procedures relating to the Group's consideration of a Transaction (including, without limitation, terminating all further discussions with the Recipient and requesting that the Recipient return or destroy (as applicable) all Information).

8. The Recipient acknowledges that a breach by any of the Restricted Parties of this Agreement may result in irreparable harm to the Group and therefore agree that monetary damages may not be a sufficient remedy for any breach of this Agreement or any obligations herein by the Restricted Parties, and that the Group shall, in addition to all other remedies available at law or in equity, be entitled as a matter of right to apply for relief by way of specific performance and injunctive relief as remedies for any such breach or threatened breach and the Recipient further agrees to waive and hereby waive any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to the Group. The Recipient further agrees to indemnify and save harmless the Group and DRI from any liabilities, costs (including without limitation all legal fees and disbursements), expenses, losses, damages, or claims whatsoever arising out of any breach by any of the Restricted Parties of the provisions of this Agreement. No failure or delay by the Group in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
9. This Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, may be executed in multiple counterparts (each of which shall be deemed to be an original signature page) and, to the extent signed and delivered electronically, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of the Group or DRI, the Recipient will re-execute original forms thereof and deliver them to DRI. The Recipient shall not raise the use of a signature image or the fact that any signature, agreement, or instrument was transmitted or communicated electronically as a defense to the formation of a contract and the Recipient forever waives any such defense.
10. The confidentiality provisions of this Agreement shall terminate in three years from the date hereof. For the avoidance of doubt, the general provisions including those under Clauses 7 and 8 shall remain in effect following the termination of the provisions relating to confidentiality contained in this Agreement.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and no representations having been made by either of the parties except as herein specifically set forth. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the Province of Nova Scotia, without regard to its conflict of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against the Recipient in the courts of the Province of Nova Scotia, and the Recipient consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any objection to venue in those courts. **EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.** Process in any action or proceeding referred to in the preceding sentence may be served on the Recipient anywhere in the world.

[Signature Page Follows]

ACCEPTED AND AGREED TO:

Recipient Corporate Name: _____ :

Authorized Signature: _____ :

Name: _____ :

Title: _____ :

Date: _____ :

ACCEPTED AND AGREED TO, ON BEHALF OF

**TCAS HOLDINGS LIMITED, SUSTAINABLE FISH FARMING (CANADA) LIMITED,
SUSTAINABLE BLUE INC., and TCAS IP INC. by DELOITTE RESTRUCTURING INC. in
its capacity as court-appointed receiver and manager of the Group**

Authorized Signature: _____ :

Name: _____ :

Title: _____ :

Date: _____ :