

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2020 between Deloitte Restructuring Inc. (the “Disclosing Party”), a corporation under the laws of Ontario and _____ a _____ under the laws of _____ (the “Interested Party”).

WHEREAS the Interested Party and the Disclosing Party are considering entering into a business relationship for the purpose of purchasing specific assets from the Receivership estate of Civic Homes Limited. (“Civic”) (the “Purpose”);

AND WHEREAS the Disclosing Party will be disclosing information, verbally, in writing, electronically and in other forms, about Civic’s business, operations and affairs, including but not limited to business plans, services, products, pricing, marketing, clients, prospective clients, strategies, know-how, methodologies, trade secrets, software, intellectual property, financial information and forecasts (collectively, “Confidential Information”);

AND WHEREAS the Interested Party desires to receive, and Disclosing Party is willing to supply, the Confidential Information on the terms and conditions set out herein, solely for the Purpose.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the disclosure by the parties of the Confidential Information and the covenants and agreements herein contained, the parties hereto agree as follows:

1. Disclosing Party shall disclose such of its Confidential Information to the Interested Party as Disclosing Party believes is required for the Purpose.
2. All right, title and interest in and to the Confidential Information, including all proprietary and intellectual property rights therein including all patent rights, trade secrets, trademarks and copyrights, shall remain the exclusive property of the Disclosing Party and such Confidential Information shall be held in confidence by the Interested Party . No interest, license or any right respecting the Confidential Information of Disclosing Party, other than expressly set out herein, is granted to the Interested Party under this Agreement by implication or otherwise.
3. The Interested Party shall not use the Confidential Information in any manner except as reasonably required for the Purpose.
4. The Interested Party shall use all reasonable efforts to protect Disclosing Party’s interest in the Confidential Information and to keep it confidential. The Interested Party shall not directly or indirectly disclose, allow access to, transmit or transfer the Confidential Information to a third party without Disclosing Party's prior written consent. The Interested Party shall disclose the Confidential Information only to those of its personnel and agents who have need to know the Confidential Information for the Purpose. The

Interested Party shall, prior to disclosing the Confidential Information to such personnel and agents, issue appropriate instructions to them to satisfy its obligations herein and obtain their agreement to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Agreement.

5. The Confidential Information shall not be copied, reproduced in any form or stored in a retrieval system or data base by the Interested Party without the prior written consent of Disclosing Party, except for such copies and storage as may reasonably be required by the Interested Party for the Purpose.
6. The obligations of the Interested Party under Sections 3, 4, and 5 shall not apply to Confidential Information which:
 - (a) at the time of disclosure is readily available to the public through no fault of the Interested Party ; or
 - (b) the Interested Party can establish was in its possession prior to the date of disclosure of such Confidential Information by Disclosing Party; or
 - (c) was developed by the Interested Party independent of the receipt of Confidential Information hereunder;
 - (d) was received by the Interested Party in good faith and on a non-confidential basis and without a use restriction from a third party who lawfully obtained and disclosed such information; or
 - (e) is compelled to be disclosed by an order of a court of competent jurisdiction or a regulatory body, provided that the Interested Party provides prompt notice (to the extent permitted by law) to Disclosing Party of any proceedings seeking such an order, so that Disclosing Party has the opportunity to make representations to such court or regulatory body regarding the proposed disclosure, or if such order is made without notice to the Disclosing Party, provided the Interested Party provides prompt notice of such order to Disclosing Party prior to making any disclosure.
7. the Interested Party shall, upon request of Disclosing Party immediately return to Disclosing Party the Confidential Information and all copies thereof in any form whatsoever under the power or control of the Interested Party or destroy such Confidential Information as directed by Disclosing Party. Notwithstanding the foregoing however, the Interested Party shall have access to, or maintain copies of, any such Confidential Information as is needed to support its work papers in accordance with applicable professional standards (hereinafter, "work paper support"). Further copies of Confidential Information stored in the electronic backups of the Interested Party will be destroyed in accordance with their ordinary life cycle.

8. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. If in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances. The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les signataires confirment leur volonté que la présente convention, de même que tous les documents s’y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.
9. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Nova Scotia and the laws of Canada applicable in Nova Scotia.
10. This Agreement may not be assigned by any of the parties without the consent of the other party to this Agreement.
11. This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

DELOITTE RESTRUCTURING INC.

By: _____
Name:
Title:

By: _____
Name:
Title: