Confidentiality and Non-Disclosure Agreement

To:
Grant Thornton Limited,
in its capacity as Court Appointed CCAA Monitor of
Canada Fluorspar Inc., Canada Fluorspar (NL) Inc, and Newspar (a General Partnership).

Attention: Jason Kanji [Jason.Kanji@ca.gt.com]

Re: Canada Fluorspar Inc., Canada Fluorspar (NL) Inc., and Newspar (a General Partnership) (together, the "**Company**")

The undersigned hereby acknowledges having been advised that:

i. On the 11th day of March 2022, the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency (the "**Court**") granted an order pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36 ("**CCAA**") with respect to the Company, and on the 18th day of March 2022, the Court granted an amended and restated order pursuant to the CCAA with respect to the Company (collectively, the "**CCAA Order**"), which among other things, appointed Grant Thornton Limited (in such capacity, the "**Monitor**") as Monitor of the Company in the CCAA proceedings.

ii. Subject to Court approval, the CCAA Order, among other things, empowers the Monitor, on the Company's behalf, to implement the Sale and Investment Solicitation Process (the "**SISP**") to try to obtain the best Opportunity for the Company's equity, assets, rights, undertakings, and properties (collectively, the "**Property**").

iii. The Monitor, on behalf of the Company, has in its possession certain proprietary, non-public or confidential information, reports, communications, books, records, documents, statements, trade secrets, ideas, formulas, discoveries, improvements, know-how, production processes and techniques, research and development information, designs, plans, analyses, compilations, studies, business plans and data relating to the Company, and the business of the Company (collectively, the "**Confidential Information**") for the review and further investigation, where appropriate, and to assist with evaluating and/or implementing a possible Opportunity involving the direct or indirect acquisition by any person or corporations interested in submitting a form of Opportunity.

In consideration of the disclosure by the Monitor to the undersigned of all or any portion of the Confidential Information, the sufficiency of which consideration is hereby acknowledged, the undersigned hereby undertakes and agrees as follows:

1. To maintain the Confidential Information in the strictest of confidence and to control the

dissemination of the Confidential Information, including any documents or copies (paper, electronic or otherwise) and communications thereof contained in the Confidential Information in accordance with the terms and conditions of this Confidentiality and Non-Disclosure Agreement (the "**NDA**").

2. Not to supply or disclose any data, communications or documents or portions of documents included in the Confidential Information or any Confidential Information included therein or any Confidential Information hereinafter obtained in the course hereof or with respect hereto to any individual or corporation except to the Representatives (defined below) and as otherwise specifically provided for herein.

3. Not to use the Confidential Information in any manner whatsoever, in whole or in part, other than in connection with the investigation and evaluation of the Company and the business of the Company in relation to implementing a possible Opportunity involving the direct or indirect acquisition by the undersigned or an affiliated entity of all of the business and/or Property of the Company.

4. The Confidential Information is to be used by the undersigned, its affiliates, and their respective directors, officers, employees, accountants, solicitors, financing sources, joint venture partners, consultants, representatives and professional advisors and their respective representatives, to the extent the foregoing are actually provided access to the Confidential Information by the undersigned (collectively the "**Representatives**"), only in connection with the consideration of a possible Opportunity by the undersigned; for the avoidance of doubt, the undersigned may share Confidential Information and discuss, negotiate, and make proposals relating to the Company with a joint venture partner provided that such party shall execute a joinder to this NDA and the undersigned gives notice to the Monitor of such joint venture status at the time the undersigned submits to the Monitor any proposal relating to a Company transaction.

5. The undersigned shall advise the Representatives of the confidential nature of the Confidential Information, and provide to those Representatives to which or to whom the Confidential Information is provided a copy of the NDA, and if such Representative is not otherwise bound by restrictions on disclosure and use similar to the obligations hereunder, the undersigned shall have such Representatives agree to be bound by this NDA.

6. The undersigned may transmit the Confidential Information only to those of its Representatives who need to know the Confidential Information for the purposes described herein, who shall be informed by the undersigned of the confidential nature of the Confidential Information and who agree to be bound by the provisions of this

NDA. On request, the undersigned shall notify the Monitor of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

7. The undersigned shall be responsible for any breach of the provisions of this NDA directly and by any of the Representatives to whom the undersigned discloses Confidential Information and the Monitor shall not be required to first assert a claim against such persons as a condition of seeking or obtaining a remedy against the undersigned.

8. In the event of a breach of any of the provisions of this NDA by the undersigned or by any of the Representatives to whom the undersigned discloses Confidential Information, the undersigned must, immediately following discovery of the breach, give notice to the Monitor of the nature of the breach and must immediately take all necessary steps to limit the extent of the breach.

9. The undersigned and its Representatives acknowledge that the Monitor is acting strictly in its capacity as Monitor and shall have no liability for any action, omission, statement, misstatement, representation, or warranty made by the Company or the Monitor.

10. The undersigned and its Representatives shall under no circumstances contact directly or indirectly any of the former employees of the Company (i) to answer any questions regarding the possible acquisition of all or part of the Property; (ii) to request additional Confidential Information or regarding the contents of any of the Confidential Information previously obtained; (iii) to request a tour of the premises or facility; or (iv) for any reason, except with the prior written consent of the Monitor;

11. In the event that the undersigned, or any of the Representatives, or anyone to whom any of them furnish some or all of the Confidential Information, receives a request or demand to disclose all or any part of such Confidential Information by a governmental body or deposition, interrogatory, court order or directive, request for documents, subpoena, notice of examination or cross-examination, request for undertaking, civil investigative demand or similar process, the undersigned agrees to first notify the Monitor (to the extent permitted to do so by applicable law) by delivering written notice to the address noted above, so that the Monitor or its legal representative may seek an appropriate protective order; provided, however, if such protective order or other remedy is not obtained, or the Monitor waives compliance with the provisions hereof, the undersigned or such Representative, as the case may be, may disclose only that portion of the Confidential Information which the undersigned or

such Representative, as the case may be, is legally required to be disclosed.

12. The term “Confidential Information” does not include and this NDA will not apply to any Confidential Information that: (a) at the time of disclosure or thereafter is generally available to or known by the public (other than as a result of a disclosure by the undersigned or any of its Representatives in violation of any obligation under this NDA); (b) was available to the undersigned or any of its Representatives on a nonconfidential basis from a source other than the Monitor who, insofar as was known to the undersigned or any of its Representatives, was not prohibited from transmitting the Confidential Information to the undersigned or any of its Representatives by a contractual, legal or fiduciary obligation to the Company, the Monitor, or any third party; or (c) has been independently acquired or developed by the undersigned or any of its Representatives without violation of any obligation under this NDA.

13. The undersigned shall indemnify the Company, the Monitor and its respective representatives and lawyers against any loss, cost, damage, expense or liability suffered or incurred by any of them as a result of or in connection with any breach by the undersigned or any of its Representatives to whom the undersigned discloses Confidential Information of any term or provision of this NDA.

14. The undersigned acknowledges and agrees that the execution and delivery of this NDA and the delivery of the Confidential Information does not give rise to any legal obligation of the Monitor, on behalf of the Company, whether in contract, in negligence or other tort, or by way of fiduciary duty or otherwise. Without limiting the generality of the foregoing, the undersigned acknowledges and agrees that the Monitor, on behalf of the Company, is not and will not be under any obligation, express or implied, to provide or to continue to provide Confidential Information, to entertain any offers or proposals for the Opportunity, or to complete a sale or other transaction with the undersigned, unless and until the Monitor, on behalf of the Company, and the undersigned execute and deliver a legally binding agreement expressly providing for such obligations. Furthermore, the undersigned acknowledges and agrees that the Monitor has not and will not give any representations or warranties, either express or implied, concerning the accuracy or completeness of, or otherwise relating in any way to, the Confidential Information, and that the Monitor shall not have any liability whatsoever to the undersigned or any Representatives for any transaction entered into, or not entered into, or any other act, omission or decision made or taken, relying upon or in any way affected by, the Confidential Information; the foregoing being subject to any representations and warranties concerning the Confidential Information expressly given in writing in a legally binding agreement executed and delivered by the Monitor providing for a form

of Opportunity (a “**Definitive Agreement**”).

15. Upon receipt of a written request to the undersigned, the undersigned and its Representatives shall promptly return to the Monitor any and all Confidential Information received and copies thereof, printed, downloaded or otherwise copied together with personal notes including written materials and any notes of verbal conversations with representatives from the Company or the Monitor obtained in the course of any investigation and/or inspection of the business and the Property being offered for sale. The undersigned agrees to return all copies made of the Confidential Information and destroy all documents prepared based on the Confidential Information; provided, that the foregoing obligation to return or destroy Confidential Information shall not extend to any digital data that have been created as a result of automatic archiving and backup procedures which shall be retained solely for archival legal purposes and subject to the confidentiality, use and other restrictions herein.

16. The undersigned acknowledges and agrees that it has had an opportunity to obtain independent legal advice as to the terms and conditions of this NDA and has either received same or expressly waived its right to do so.

17. This NDA shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This NDA shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the Supreme Court of Newfoundland and Labrador with respect to any matter arising hereunder or related hereto.

18. No failure or delay by the Monitor in exercising any rights, powers or privileges under this NDA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any rights, powers or privileges under this NDA.

19. No amendment to the terms and conditions of this NDA shall be valid and binding unless made in writing and signed by an authorized representative of each of the parties hereto.

20. If any provision of this NDA becomes invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability will not affect the enforceability of any of the remaining provisions of this NDA;

21. This NDA may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument;

22. All of the Confidential Information shall remain the property of the Company and no right, title or interest in and to the Confidential Information shall pass to the undersigned and no interest, license right, or any other right in respect of the Confidential Information, other than as expressly set out herein, is granted under this NDA, by implication or otherwise;

23. The undersigned acknowledges and agrees that unauthorized use or disclosure of the Confidential Information will cause irreparable harm to the Company and, in addition to all remedies available to the Monitor, it is agreed that the Monitor shall be entitled to equitable relief, including an injunction or specific performance in relation to a breach of this NDA;

24. Any party may deliver an executed copy of this NDA by facsimile or email.

25. The undersigned and its Representatives shall under no circumstances contact directly or indirectly any of the customers, employees, or suppliers of the Company without the consent of the Monitor.

[*Execution Page Follows*]

DATED AT ___________________________, this _____ day of ________________, 2022.

_______________________________	_______________________________
(Signature of Person – Individual)	(Signature of Witness)
Name:	Name:

OR

Name of Corporation (Print):

Per:__________________________	_______________________________
(Signature of Authorized Signing Officer)	(Signature of Witness)
Name:	Name:
Title:	