

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

To: Grant Thornton Limited (“**GTL**”) in its capacity as monitor (the “**Monitor**”) of Nemori Farms Ltd. (the “**Company**”),

1675 Grafton Street
Halifax, NS B3J 0E9

Attention: Ben Chisholm

Email: NemoriFarms@doane.gt.ca, with cc to Ben.Chisholm@doane.gt.ca

The undersigned hereby acknowledges having been advised that:

- i) The Company was granted protection under the *Company Creditors Arrangement Act* (the “**CCAA**”) by the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency on March 6, 2025 and GTL was appointed the Monitor.
- ii) On April 24, 2025 the Court issued an order approving a sale and investment solicitation process (the “**SISP**”) that is to be conducted by the Monitor.
- iii) The Monitor and/or the Company have in their possession certain proprietary, non-public or confidential information (whether oral or in writing, or stored in computerized, electronic, disk, tape, microfilm or other form), reports, communications, books, records, documents, statements, and data relating to the Company (collectively, the “**Information**”).
- iv) The Information is sensitive and confidential in nature, and the disclosure thereof could adversely affect the value of the Company, as well as the Company’s on-going operations.
- v) The Information is being provided to the undersigned to assist it with evaluating a potential transaction relating to the Company (the “**Transaction**”).

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

- 1. To maintain the Information in the strictest of confidence and to control the dissemination of the Information, including any documents or copies (paper, electronic or otherwise) and communications thereof contained in the Information, in accordance with the terms and conditions of this Confidentiality and Non-Disclosure Agreement (“**NDA**”);
- 2. To use the Information solely for the purpose of evaluating the Company and assessing the potential of submitting a bid to acquire or invest in the Company (the “**Bidding Purpose**”) and, for greater certainty, not for any other purpose;
- 3. To only disclose the Information to its employees, directors, officers, affiliates and associated corporations, auditors, accountants, agents, solicitors, lawyers, consultants and advisors (including financial advisors) who have a need to know the Information in connection with the Bidding Purpose, including, if necessary, other

potential sources of financing that the Monitor has consented to in writing in advance (collectively, the “**Representatives**”);

4. To advise the Representatives of the confidential nature of the Information and that the Representatives shall not further disseminate the Information except as permitted by this NDA;
5. The undersigned shall not, and shall cause its affiliates (together with the undersigned, the “**Covered Entities**”) not to, for a period of **12** months from the date hereof, solicit, employ or retain, any officer or employee of the Company or any of its affiliates without the prior written consent of the Monitor; provided, that the Covered Entities shall not be precluded from hiring any person: (a) who responds on his or her own volition, without any overt or tacit encouragement by the Covered Entities, to a general solicitation or advertisement not targeted specifically at employees of the Company or their affiliates; (b) who contacts the Covered Entities on his/her own initiative without any direct or indirect solicitation or encouragement from the Covered Entities, other than any general solicitation or advertisement; (c) whose employment with the Company or their affiliates is terminated by the Company or such affiliate; or (d) with whom the Covered Entities have not had any contact with or of whom the Covered Entities have not become aware of in connection with the Transaction;
6. The undersigned shall be responsible for any breach of the provisions of this NDA by any of the Representatives to whom the undersigned discloses Information;
7. The undersigned acknowledges that it shall not be entitled to any Information that cannot be disclosed as a result of applicable privacy regulations including, without limitation, *The Personal Information Protection and Electronic Documents Act*;
8. In the event that the undersigned or any of its Representatives becomes legally compelled or is requested by any regulatory or other authority to disclose any of the Information by way of a deposition, interrogatory, court order or directive, request for documents, subpoena, summons, 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 only disclose such Information which the undersigned or such Representative, as the case may be, is legally required to be disclosed;
9. The term “Information” does not include, and this NDA will not apply to, any 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 already in the possession of, or is or becomes available to, the undersigned or any of its Representatives on a non-confidential 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 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;

10. Upon receipt of a written request to the undersigned, the undersigned and its Representatives shall promptly return to the Monitor or destroy all Information received and copies thereof, printed, downloaded or otherwise copied provided that the undersigned will be permitted to retain: (i) the Information, or part thereof, for the sole purpose of satisfying and as long as required by, the requirements of any law, court or regulatory authority or governmental agency or authority; and (ii) electronic copies of records or files containing the Information which have been created by the undersigned's archiving and backup procedures, so long as such Information is not immediately retrievable as part of the undersigned's day-to-day business;
11. Neither the Monitor nor the Company make any representation or warranty about the accuracy, adequacy or suitability of the Information for the Bidding Purpose or for any purpose. Only those representations or warranties that are made in a Definitive Agreement (defined below) when, as and if executed will have any legal effect;
12. The undersigned acknowledges that money damages may not be a sufficient remedy for breach of this NDA and that, in addition to all other remedies available, the Monitor shall be entitled to seek equitable relief, including, without limitation, injunction and specific performance as a remedy for breach of this NDA. Such remedies will not be exclusive remedies for any breach of this NDA but will be in addition to all other remedies available at law or in equity to the Monitor;
13. 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;
14. The undersigned and the Representatives shall under no circumstances, contact directly or indirectly any of the customers, employees, or suppliers of the Company, or any other Qualified Bidder as defined in the SISP, without the written consent of the Monitor;
15. The undersigned acknowledges the terms of the SISP and the Bidding Procedures thereto;
16. The undersigned's obligations under this NDA shall remain in effect for a period of one (1) year from the date hereof;
17. Neither the undersigned nor the Monitor will be under any legal obligation with respect to the Transaction unless and until a definitive agreement (a "**Definitive Agreement**") between it and the Monitor (and any other party) is executed and delivered;
18. This NDA shall enure to the benefit of and be binding upon the parties hereto and the Monitor, and their respective 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 non-exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador with respect to any matter arising hereunder or related hereto;

19. 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;
20. 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;
21. This NDA may be executed and delivered by email 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;

DATED this _____ day of _____, 2025

Per: _____
Name:
Title: