CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

To: Grant Thornton Limited ("**GTL**") in its capacity as Court-appointed monitor (in such capacity, the "**Monitor**") of Mernova Medicinal Inc. and Creso Canada Ltd. (collectively, the "**Companies**"),

1000-1675 Grafton Street
Halifax, NS B3J 0E9

Attention: Liam Murphy and Corey Hines
Email: Mernova@Doane.gt.ca, with cc to Corey.Hines@Doane.gt.ca

The undersigned hereby acknowledges having been advised that:

i) The Companies were granted protection under the *Company Creditors Arrangement Act* (the "**CCAA**") by the Supreme Court of Nova Scotia in Bankruptcy and Insolvency on April 16, 2025 and GTL was appointed the Monitor;

ii) On April 25, 2025 the Court issued an order (the "**SISP Order**") approving a sale and investment solicitation process (the "**SISP**"), including bidding procedures, that is to be administered by the Monitor;

iii) The Monitor and/or the Companies have in their possession Information (as defined below) relating to the Companies (collectively, the "**Information**");

iv) The Information is sensitive and confidential in nature, and the disclosure thereof could adversely affect the value of the Companies, as well as the Companies' on-going operations;

v) The Information is being provided to the undersigned to assist it with evaluating a potential investment in, or acquisition of all or part of the assets and business of, the Companies pursuant to the SISP (the "**Transaction**"); and

vi) The undersigned is required to execute and deliver this Confidentiality Agreement (as defined below) in order to participate in the SISP.

NOW THEREFORE, in consideration of the disclosure by the Monitor to the undersigned of all or any portion of the Information, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby acknowledges, undertakes, covenants, and agrees as follows:

1. In addition to the terms defined elsewhere in this Confidentiality Agreement, in this Confidentiality Agreement the following terms shall have the following meanings:

    a. "**Confidentiality Agreement**" means this confidentiality and non-disclosure agreement;

b. “**Information**” means all information, data, documents, agreements, files, financial statements and data, forecasts, and other materials regarding or concerning the Companies, whether disclosed orally or disclosed or stored in written, electronic or other form or media, which is disclosed or otherwise furnished by the Monitor or its Representatives, or the Companies and their Representatives, to undersigned or its Representatives before, on or after the date hereof including, without limitation, all analyses, compilations, reports, books, records, statements forecasts, studies, samples and other documents or prepared by or for the undersigned which contain or otherwise reflect or are generated from such information, data, documents, agreements, files or other materials, and information concerning the SISP ; and the Opportunity (as defined in the SISP Procedure);

c. “**person**” means any individual, partnership (whether general or limited), corporation, unlimited liability company, association, trust, members of joint venture entities or other entity;

d. “**Representatives**” of the under, Monitor, or Companies, as the case may be, means the employees, directors, officers, affiliates and associated corporations, auditors, accountants, agents, solicitors, lawyers, consultants and advisors (including financial advisors) of such person; and

e. “**SISP Procedure**” means the sales and investment process bidding procedure for the SISP, as attached to Schedule “A” to the SISP Order.

2. 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 Agreement;

3. To use the Information solely for the purpose of evaluating the Companies and assessing the potential of submitting a bid for a Transaction (the “**Bidding Purpose**”) and, for greater certainty, not for any other purpose;

4. To only disclose the Information to its Representatives 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;

5. 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 Confidentiality Agreement. The undersigned shall cause its Representative to be bound by the terms of this Confidentiality Agreement to the same extent as if they were parties hereto and the undersigned shall be responsible for any breach of this Agreement by any of its Representatives;

6. The Information shall remain at all times the property of the Companies. No rights to use, license, or otherwise exploit the Information are granted to the undersigned, by implication or otherwise, by virtue of Information being made available to the undersigned or any of the undersigned’s Representatives;

7. 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 Companies or any of their 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 Companies 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 Companies or their affiliates is terminated by the Companies or such affiliate;

8. 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*;

9. 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 and/or the Companies and their legal Representatives may seek an appropriate protective order or other remedy, and the undersigned shall cooperate with the Monitor and/or the Companies and their legal Representatives to obtain such protective order or other remedy; 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;

10. The term "Information" does not include, and this Confidentiality Agreement 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 Confidentiality Agreement); (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 or its Representatives who, insofar as was known to the undersigned or any of its Representatives after reasonable inquiry, was not prohibited from transmitting the information to the undersigned or any of its Representatives by a contractual, legal or fiduciary obligation to the Companies, 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 Confidentiality Agreement;

11. 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. Notwithstanding the return or destruction of the Information, the undersigned and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder;

12. The undersigned understands and agrees that neither the Monitor nor the Companies or any of their Representatives (a) has made or makes any representation or warranty, express or implied, about the accuracy, adequacy, suitability, or completeness of the Information, or its fitness or use for the Bidding Purpose or for any purpose, and (b) shall have any liability to the undersigned, its affiliates, or its Representatives relating to or resulting from the use of the Information or any errors therein or omissions therefrom. Only those representations or warranties that are made in a Definitive Agreement (defined below) when, as and if executed will have any legal effect;

13. The undersigned acknowledges that money damages may not be a sufficient remedy for breach of this Confidentiality Agreement 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 Confidentiality Agreement. Such remedies will not be exclusive remedies for any breach of this Confidentiality Agreement but will be in addition to all other remedies available at law or in equity to the Monitor;

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

15. The undersigned and its Representatives shall under no circumstances, contact directly or indirectly any of the customers, employees, or suppliers of the Companies, or any other Qualified Bidder (as defined in the SISP Procedure), without the express written consent of the Monitor;

16. The undersigned acknowledges the terms of the SISP and the SISP Procedure. This Confidentiality Agreement is in addition to, and not in substation of, the terms and conditions of the SISP and the SISP Procedure;

17. The undersigned's obligations under this Confidentiality Agreement shall remain in effect for a period of one (1) year from the date hereof;

18. 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 Companies (and any other party) is executed and delivered;

19. This Confidentiality Agreement shall enure to the benefit of and be binding upon the parties hereto and the Monitor, and their respective successors and permitted assigns. Neither this Confidentiality Agreement nor any of the rights or obligations hereunder may be assigned by the undersigned without the prior written consent of the Monitor. The Monitor may assign this Confidentiality Agreement to any of the

Companies or a purchaser of all or substantially all of its assets or shares of the Companies without consent of the undersigned;

20. If any term or provision of this Confidentiality Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction;

21. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia with respect to any matter arising hereunder or related hereto;

22. No failure or delay by the Monitor in exercising any rights, powers or privileges under this Confidentiality Agreement 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 Confidentiality Agreement;

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

24. This Confidentiality Agreement is entered into in favour of the Monitor in its representative capacity as Monitor of the Companies pursuant to the SISP (and not in its personal or corporate capacity), and shall be enforceable by the Monitor and/or the Companies; and

25. This Confidentiality Agreement 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: ______________________________________

Company:
Name:
Title: