Date: _____, 2025 (the "**Effective Date**")

PRIVATE & CONFIDENTIAL

Company: _____

Address: _____

City: _____

Postal code: _____

(the "**Recipient**")

Dear Sir/Madam,

RE: Confidentiality Agreement for Ocean View Farms Limited

This Confidentiality Agreement (the "**Agreement**") is made between i) Ocean View Farms Limited and its advisor Resolve Advisory Limited (collectively "Ocean") ii) S.R. Stack & Company (2023) Ltd., in its capacity as Monitor to Ocean ("**Stack**", and collectively with the Ocean, the "**Disclosing Parties**") appointed by order rendered by the Supreme Court of Newfoundland and Labrador In Bankruptcy and Insolvency on September 11, 2025 in proceedings under the *Companies' Creditors Arrangement Act* in court file bearing number 202501G4683 (the "**CCAA Proceedings**") and iii) the Recipient.

Recipient and Disclosing Parties are each a "**Party**" and together "**Parties**."

The Parties will or already have had discussions and exchanged information, and intend to continue having discussions and exchanging information, in connection with a possible transaction between Ocean and the Recipient. All such discussions and exchanges of information referred to above hereafter will be called the "**Discussions**". During, and in connection with the Discussions, each Party may have need of information from the other Party that is regarded as confidential and in particular, the Recipient may require certain information in relation to the Ocean. Accordingly, the Parties agree as follows:

1.0 "**Confidential Information**" is defined as any information that is disclosed in connection with the Discussions and is furnished by the Disclosing Parties or their agents, solicitors, employees, officers, directors, shareholders or subsidiaries to the Recipient or its affiliates', agents, solicitors, employees, lenders, officers, directors, advisors (including, without limit, attorneys, accountants, consultants, and financial advisors) and potential sources of debt financing (together the "**Representatives**") in any form including, without limitation, the following:

a) Written information, including reports, assessments, drawings, documents, machine readable data;

b) Electronically stored or transmitted information including facsimiles, emails and attachments, spreadsheets, databases and any and all other electronically stored or electronically transmitted information;

c) Information, including demonstrations, which is furnished orally, graphically or visually.

For greater clarity, Confidential Information also includes any and all documents generated by either Party or their Representatives during, or in contemplation of, or in connection with the Discussions.

2.0 **Incorporation of Confidential Information in Other Documents**. In the event any Confidential Information is incorporated into or reflected in other documents, whether separately or jointly generated by the Parties, such other documents will be deemed Confidential Information subject to the terms of this Agreement.

3.0 **Non-Disclosure**. The Recipient shall maintain the confidentiality of Confidential Information and shall be held strictly liable under this Agreement for any damages stemming from the disclosure of any Confidential Information to any individual, group of individuals, corporation, or entity, with the exception of such of the Recipient's Representatives as have a need to know such Confidential Information in order that the objectives of the Discussions can be achieved. The Parties further agree to ensure that the Representatives comply with the terms of this Agreement and that the Recipient shall be held strictly liable for a breach of the terms of this Agreement by the Representatives or any of them. These confidentiality obligations shall continue until the expiration of the term of this Agreement, except with respect to trade secrets (as such term is defined by the Canadian Intellectual Property Office), which confidentiality obligations shall continue indefinitely.

4.0 **Exceptions to Confidentiality Obligations**. The confidentiality and limited use obligations of this Agreement will not apply to information received pursuant to this Agreement, which:

a) Is or becomes publicly known other than through a breach of this Agreement by the Recipient or its Representatives; or

b) Is already known to the Recipient or its Representatives at the time of disclosure as evidenced by the Recipient's written documentation; or

c) Is lawfully received by the Recipient or its Representatives from a third party without breach of this Agreement or breach of any other agreement between the Disclosing Parties and such third party; or

d) Is independently developed by Representatives of the Recipient who have not had access to or received any Confidential Information under this Agreement; or

e) Is furnished to a third party by the Disclosing Parties without restriction on the third party's right to disclose; or

f) Is authorized in writing by the Disclosing Parties to be released from the confidentiality obligations herein.

The Party relying on any of the foregoing exceptions to the confidentiality obligations herein shall bear the burden of proving the acceptability of the exception.

5.0 **Ownership of Confidential Information**. All Confidential information shall remain the exclusive property of Ocean. The Recipient agrees that Confidential Information disclosed hereunder is being received subject to Ocean's ownership rights in such Confidential Information, and, further, subject to all relevant intellectual and/or proprietary property rights of the Ocean, including relevant laws governing patents, trademarks, copyrights, semiconductor chip protection, trade secrets and unfair competition.

6.0 **Return of Confidential Information**. Upon the expiration or termination of the Discussions, or upon the earlier request of the Disclosing Parties, the Recipient shall, at its own expense, either:

a) Promptly return to the Disclosing Parties all originals and copies of the writings and hardware in its possession which contain Confidential Information and delete all electronically stored information, which contains confidential information; or

b) By written notice, executed by the Recipient, certify that such writings, items of electronically stored information or hardware have been permanently destroyed. Notwithstanding the foregoing, the Recipient and the Representatives shall (i) be permitted to retain a copy of the Confidential Information to the extent required to comply with applicable law or regulatory authority or written and established internal document retention policies and (ii) not be required to destroy, delete, or modify any backup tapes or other media pursuant to automated archival processes in the ordinary course of business, provided in each case (i) and (ii) herein, any such Confidential Information retained shall remain subject to the confidentiality obligations of this Agreement for so long as such Confidential Information is retained.

7.0 **Use of Confidential Information.** Confidential Information will not be copied or used by the Recipient for any purpose other than in connection with the Discussions. With regard to Confidential Information which is covered by copyrights belonging to the Disclosing Parties, it is agreed that the Disclosing Parties reserve all rights therein. However, the Parties further agree that a limited number of copies of written materials covered by such copyrights (not including machine readable data) may be made by the Recipient so that it may adequately use such Confidential Information in accordance with the terms and conditions of this Agreement, provided that all proprietary legends and notices on the originals are also reproduced on such copies and that each copy is controlled by the Recipient as an original in compliance with the terms of this Agreement.

8.0 **Right to Injunction**. The Recipient agrees that a violation of the covenants not to disclose or make use of the Confidential Information in this Agreement may cause irreparable harm to the Disclosing Parties not compensable in damages. For that reason, the Recipient further agrees that the Disclosing Parties shall be entitled, as a matter of course, to seek an injunction out of any Court of competent jurisdiction restraining any violation of such covenants by the Recipient and pending the hearing and decision on the application for such injunction, the Disclosing Parties shall be entitled to a temporary restraining order, without prejudice to any other remedies available to it. If the Disclosing Parties were granted injunctive relief, the Recipient will reimburse the Disclosing Parties for all legal fees (including disbursements and applicable taxes) incurred on a solicitor and his own client basis.

9.0 Non-Solicitation; Standstill

a) From the Effective Date of this Agreement to the earlier of (1) the date of execution of a definitive agreement in respect of a transaction and (2) the second (2nd) anniversary of this Agreement, the Recipient will not, directly or indirectly, alone, jointly or in concert with any other person (including by providing financing to any other person), without the express prior written consent of the Ocean, which consent will be subject to and upon the terms determined under the sole discretion of the Ocean, use the Confidential Information, or take any action based upon the Confidential Information, to or otherwise:

(i) interfere in any way with any contractual or other business of Ocean solicit for hire or employ, directly or indirectly, any officer, director or employee of Ocean who is or was an officer, director or employee of Ocean during the term of this Agreement, other than through general solicitations by newspaper or similar advertisement or via an executive search firm that was not encouraged or instructed by such Party to undertake such solicitation;

(i) initiate or maintain contact (other than contact made in the ordinary course of business) with any representative of Ocean regarding the business, operations, assets, liabilities, prospects or finances of the Corporation;

(ii) propose, offer, negotiate or agree to or otherwise, directly or indirectly (including but not limited to by way of a trust or similar structure): (1) purchase, accept a transfer or otherwise acquire any shares, indebtedness or security of or granted by any of the Ocean; (2) acquire a material portion of the assets or property of the Ocean; (3) enter into any merger, arrangement, amalgamation or other business combination involving the Ocean; or (4) participate in any form of financing, refinancing, recapitalization, restructuring, liquidation, dissolution, or other extraordinary transaction with respect to the Ocean;

(iii) "solicit", or participate with any person in the "solicitation" of any "proxies" (as such terms are defined in the *Securities Act* (Newfoundland and Labrador) in order to vote, advise or influence any person with respect to the voting of any securities of the Ocean;

(iv) otherwise attempt to control or to influence the management or board of directors of the Ocean;

(v) make any public or private disclosure of any consideration, intention, plan or arrangement inconsistent with any of the foregoing, except as required by applicable laws; or

(vi) advise, assist or encourage any other person in connection with any of the foregoing.

b) Section 9 (a) does not prohibit:

(i) the consummation of a transaction between the Parties;

(ii) the Recipient from engaging in discussions with financial institutions concerning financing with respect to a transaction between the Parties, provided that such discussions are otherwise conducted in accordance with this Agreement;

(iii) the Recipient from participating in any sales process with respect to any part

of the assets of Ocean in the context of the CCAA proceedings or otherwise, as may be approved by the Disclosing Parties, and

(iv) the Recipient from making a confidential proposal to the Ocean.

10.0 **Information Regarding Existence of Discussions**. During the pendency of the term of this Agreement, except as required by law, neither the Recipient nor the Disclosing Parties shall issue any statement, confirm, or otherwise disclose to the general public, to the news media, or to any third party, other than the Recipient's Representatives, except with the prior written concurrence of the other, both as to the content and timing of any such disclosure, (i) that the Discussions are taking or have taken place, (ii) that the Parties have exchanged information with a view toward the consummation or implementation of an agreement, or (iii) the existence of this Agreement.

11.0 **Legally Required Disclosure**. If the Recipient or any of its Representatives becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Recipient will provide the Disclosing Parties with prompt written notice so the Disclosing Parties may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or the Disclosing Parties waive compliance with the provisions of this Agreement, the Recipient will furnish only that Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

12.0 **Export of Confidential Information**. Each Party receiving Confidential Information hereunder agrees that it and its employees will not export such Confidential Information in contravention of the provisions of any other relevant laws of other countries.

13.0 **No Assignment**. Recipient may not assign any of its rights or delegate any of its obligations under this Agreement, except with the prior written consent of the Disclosing Parties.

14.0 **Term of Agreement.** This Agreement will be effective as of the Effective Date and will terminate two (2) years from the Effective Date.

15.0 **Governing Laws**. This Agreement will be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and federal laws applicable. The Parties hereto submit to the exclusive jurisdiction of the Supreme Court of Newfoundland and Labrador sitting in St. John's.

16.0 **Integration**. This Agreement supersedes all previous oral and written agreements, if any, among the Parties regarding confidentiality of information disclosed in connection with the Discussions.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and date below:

Recipient:

_____
(Please Print name of entity)

Signed: _____

Name: _____
(Please Print)

Position: _____

Date: _____

S.R. Stack & Company (2023) Ltd, as Monitor for Ocean View Farms Limited:

Signed: _____

Name: Sean Stack

Position: President

Date: _____