

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of the _____ day of March, 2019.

WHEREAS, on February 14, 2019, Synergy Stamping Inc. and 1696306 Ontario Ltd. (the “Companies”) each filed a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada), naming Albert Gelman Inc. as proposal trustee (the “Proposal Trustee”).

AND WHEREAS on March 8, 2019, a sales process was approved by Order of the Court (the “Sales Process”) whereby the Companies are authorized and directed to market for sale all or part of their business, assets, undertakings and properties, which process is to be administered by the Proposal Trustee.

AND WHEREAS the undersigned (“Interested Party”) is considering the potential acquisition of all or part of the business, assets, undertakings and properties of the Companies, such potential acquisition is hereinafter referred to as the “Opportunity” and wishes to take part in the Sales Process.

AND WHEREAS the execution of a confidentiality and non-disclosure agreement is a precondition to any party participating in the Sales Process.

NOW THEREFORE, in consideration of furnishing to Interested Party such information and any other information which the Companies or any of their representatives or agents, or the Proposal Trustee, will furnish or has furnished, whether before or after the date hereof (herein referred to, collectively, as the “Evaluation Material”), Interested Party agrees to treat all such information as confidential in accordance with this confidentiality agreement (this “Agreement”), and to comply with and be bound by the provisions of this Agreement and to take or refrain from taking certain other actions as are hereinafter provided:

1. The Evaluation Material will be used solely for the purpose of evaluating the Opportunity and such Evaluation Material shall be kept confidential by Interested Party except that the Evaluation Material or portions thereof may be disclosed to those of its directors, officers, employees, agents, and advisers including, without limitation, attorneys, accountants, consultants, bankers and financial advisers (individually, a “Representative” and collectively, “Representatives”) who need to know such information for the purpose of evaluating the Opportunity provided that (i) any Representative shall be informed of the confidential nature of the Evaluation Material, (ii) each Representative agrees to abide by the terms of this Agreement, and (iii) Interested Party agrees to be responsible for any breach of this Agreement by any Representative. Interested Party shall make all reasonable, necessary or appropriate efforts to safeguard the Evaluation Material from disclosure to anyone other than as permitted hereby, and Interested Party shall use the same degree of care as used to protect its own confidential information. Interested Party agrees to comply with all applicable laws in respect of the Evaluation Material.
2. The term “Evaluation Material” shall include, without limitation, all information, whether oral or written (in any form), that concerns the Companies or their activities. The term “Evaluation Material” shall also include all notes, analyses,

compilations, studies, interpretations or other documents prepared by Interested Party or its Representatives which contain, reflect or are based upon, in whole or in part, the Evaluation Material. The term "Evaluation Material" shall not include any information which (i) at the time of disclosure is generally available to and known to be public (other than as a result of its disclosure by Interested Party or its Representatives), (ii) was available to Interested Party on a non-confidential basis from a source other than the Companies or the Proposal Trustee, provided that such source is not bound by a confidentiality agreement with the Companies or the Proposal Trustee, or (iii) has been independently acquired or developed by Interested Party without violating any of Interested Party's obligations hereunder.

3. Without the prior written consent of the Companies and the Proposal Trustee, Interested Party will not, and Interested Party will direct its Representatives not to, make disclosure to any person either of the fact that Interested Party has received the Evaluation Material or that discussions or negotiations are taking place or have taken place concerning the Opportunity, or any of the terms, conditions or other facts relating hereto, including the status thereof. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any individual, corporation, company, group, partnership or other entity.
4. The Companies or the Proposal Trustee may elect at any time and for any reason to terminate access to the Evaluation Material by Interested Party. Upon the request of the Companies or the Proposal Trustee, Interested Party shall promptly return to the Companies or the Proposal Trustee, or at the option of the Companies or the Proposal Trustee, destroy all Evaluation Material (and all copies thereof) furnished to Interested Party or its Representatives by or on behalf of the Companies or the Proposal Trustee and confirm in writing to the Companies and the Proposal Trustee that such return or destruction has taken place. Notwithstanding the return or destruction of the Evaluation Material, Interested Party and its Representatives will continue to be bound by its obligations of confidentiality and all other obligations hereunder. Nothing in this paragraph will require Interested Party to purge or delete data from automatic computer backup files that have been created, maintained and destroyed in accordance with its electronic records management policies, provided that any Evaluation Material retained in such automatic computer backup files remains subject to the terms of this Agreement.
5. It is understood, acknowledged, and agreed that (i) neither the Companies nor any of their agents, advisers, or representatives, nor the Proposal Trustee, have made or are making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Material and (ii) they shall have no liability whatsoever to Interested Party, its Representatives or any other person resulting from its use of the Evaluation Material or any errors therein or omissions therefrom. Only those representations or warranties that may otherwise be expressly set forth in a final definitive agreement regarding the Opportunity, when and as executed, and subject to such limitations and restrictions as may be specified therein, shall have legal effect.
6. Nothing herein shall bind the Companies or the Proposal Trustee to enter into any agreement with Interested Party and the Companies reserve the right, in

their sole discretion, and in consultation with the Proposal Trustee, to reject any and all proposals made by Interested Party with respect to the Opportunity, or any other transaction, and to terminate discussions and negotiations at any time.

7. It is understood and agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement by Interested Party or any of its Representatives and that the Companies shall be entitled to equitable relief, including injunctive relief and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be exclusive remedies for a breach by Interested Party of this Agreement but shall be in addition to all other remedies available at law or in equity to the Companies. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that Interested Party or any of its Representatives have breached this Agreement, then Interested Party shall be liable and pay the Companies their solicitor and client costs incurred in connection with such litigation, including any appeal therefrom.
8. In the event that Interested Party or any of its Representatives becomes legally compelled (by oral questions, interrogations, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Evaluation Material, Interested Party will provide the Companies and the Proposal Trustee with prompt written notice prior to disclosure so that the Companies or Proposal Trustee may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. Interested Party will cooperate with the Companies and the Proposal Trustee on a commercially reasonable basis in their efforts to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained, or the Companies' waive compliance with the provisions of this Agreement, Interested Party or its Representatives will furnish only that portion of the Evaluation Material which is legally required and Interested Party and its Representatives shall exercise its commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Evaluation Material.
9. Interested Party acknowledges that the Evaluation Material shall at all times remain the property of the Companies and that the Companies or Proposal Trustee may disclose the Evaluation Material to other third parties in connection with other possible transactions involving the Companies. Interested Party acknowledges and agrees that the Companies and Proposal Trustee are not restricted under this Agreement from disclosing the Evaluation Material to any other person.
10. Except as specifically set forth in this Agreement, neither Interested Party nor the Companies nor the Proposal Trustee will be under any legal obligation with respect to the Opportunity involving the Companies unless and until a definitive agreement between Interested Party and the Companies is executed and delivered.
11. Notices authorized or required by this Agreement to be given to the Companies or the Proposal Trustee shall be delivered to the attention of the Proposal Trustee in person or by courier or mailed by prepaid post to:

ALBERT GELMAN INC.

100 Simcoe Street, Suite 125, Toronto, ON

Attn: Tom McElroy

Re: Synergy Stamping Inc. et al.,

or at another address designated by the Proposal Trustee in writing.

12. This Agreement is for the benefit of the Companies and the Proposal Trustee, and their respective directors, officers, shareholders, agents, advisors and representatives, and shall be governed by and construed in accordance with the laws of the Province of Ontario.
13. It is understood and agreed that no failure or delay by the Companies of Proposal Trustee in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
14. Interested Party agrees that the illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity, or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.
15. Interested Party acknowledges and agrees that this Agreement contains the entire agreement between Interested Party and the Companies and the Proposal Trustee with respect to the subject matter provided for herein and supersedes all prior agreements, understandings, arrangements, and discussions between Interested Party and the Companies and the Proposal Trustee regarding such subject matter.
16. No provision in this Agreement can be waived, modified or amended unless agreed to by Interested Party and the Companies in writing.
17. This Agreement may be executed and delivered by facsimile or electronic scanned copy.

EXECUTED AND DELIVERED as of the date first above written.

Per: _____
Name:
Title: