

[INSERT DATE]

Attention:

[NAME, POSITION]
[ADDRESS]

“CONFIDENTIALITY AGREEMENT”

In accordance with the terms of the Sale and Investment Solicitation Process approved by the Ontario Superior Court of Justice (Commercial List) on November 10, 2022 (the “SISP”), you have requested access to due diligence and other materials relating to the business and assets of CannaPiece Group Inc., CannaPiece Corp. and any other associated, related, subsidiary, or wholly- or partially-owned company, collectively referred to as the “**Company**”, such access to be coordinated with representatives of the Company, BDO Canada Limited, in its capacity as the Court-appointed monitor in the Companies’ Creditors Arrangement Act (Canada) proceedings of the Company (the “**Monitor**”), and BDO Canada Transaction Advisory Services Inc. as sales agent (the “**Sales Agent**”). In consideration of furnishing to you such information and any other information which the Company (including its agents, advisors or representatives), the Monitor or the Sales Agent will furnish or have furnished, whether before or after the date of this letter (herein referred to as “**Evaluation Material**”), you agree to treat confidentially all such information in accordance with this letter agreement (the “**Agreement**”) and to comply with and be bound by the provisions of the 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 a possible transaction involving the Company and such information will be kept confidential by you, except that the Evaluation Material or portions thereof may be disclosed to those of your directors, officers, employees, agents, affiliates and advisers including, without limitation, attorneys, accountants, consultants, bankers and financial advisers) (collectively “**Representatives**”) who need to know such information for the purpose of evaluating your possible participation (it being understood and agreed that those Representatives will be informed of the confidential nature of the Evaluation Material and shall agree, in writing where necessary or desirable in the opinion of you or the Company, to abide by the terms of this Agreement). You shall make all reasonable, necessary or appropriate efforts to safeguard the Evaluation Material from disclosure to anyone other than as permitted hereby, and you shall use the same degree of care as used to protect your own confidential materials. You agree to comply with all applicable laws in respect of the Evaluation Material.
2. The term “Evaluation Material” shall include, without limitation, all data, reports, analyses, compilations, forecasts, records and other material (in whatever form maintained, whether documentary, computer storage or otherwise) that contain or otherwise reflect information concerning the Company or its activities that may have been provided to you or your Representatives by or on behalf of the Company. The term “Evaluation Material” shall also be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by you or your Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to you or your Representatives pursuant to this Agreement. The term “Evaluation Material” does not include any information which (i) at the time of disclosure or thereafter is generally available to and known to be public (other than as a result of its disclosure by you or your Representatives), (ii) was available to you on a non-confidential basis from a source other than the Company, or its advisers, provided that such source is not bound by a confidentiality agreement with the Company,

or (iii) has been independently acquired or developed by you without violating any of your obligations under this Agreement.

3. Without prior written consent of the Company, you will not, and you will direct your Representatives not to, make disclosure to any person of either the fact that you have received the Evaluation Material or that discussions or negotiations are taking place or have taken place concerning a possible transaction involving the Company, 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. If you decide that you do not wish to become involved in a transaction involving the Company, then you will promptly inform the Company of that decision. In that case, or at any time upon the request of the Company for any reason, you will promptly return to the Company, or at the option of the Company destroy, all Evaluation Material (and all copies thereof) furnished to you or your Representatives by or on behalf of the Company. In the event of such a decision or request, all other Evaluation Material prepared by you or your Representatives shall be destroyed and no copy thereof shall be retained. In such event, you shall forthwith confirm such re-delivery or destruction to the Company and, upon request by the Company, deliver to the Company a certificate in writing by you (or another individual who confirms in writing that he has been specifically authorized by you to sign the certificate) certifying such re-delivery or destruction. Notwithstanding the return or destruction of the Evaluation Material, you and your Representatives will continue to be bound by your obligations of confidentiality and all other obligations hereunder.
5. It is understood that the Company, the Monitor and /or the Sales Agent will arrange for appropriate contacts for due diligence purposes, unless otherwise agreed to in writing by the Company, and that all (i) communications regarding this possible transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding procedures will be submitted or directed only to the individuals authorized by the Company, the Monitor and / or the Sales Agent, from time to time.
6. It is understood, acknowledged, and agreed that (i) neither the Company, the Monitor, the Sales Agent, nor any of their agents, advisers, or representatives have made or are making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Material, (ii) the undersigned will examine, use and rely upon the Evaluation Material solely and only at its sole and own risk and without any implied or expressed representation, warranty, covenant, assurance, promise or collateral agreement whatsoever on the part of the Company, the Monitor and / or the Sales Agent, (iii) neither the Company nor the Monitor and / or the Sales Agent is, or ever shall be, under any obligation to advise the undersigned as to any matter, thing, circumstance or changes in circumstances, facts or occurrences or any other reason or cause which may render the Evaluation Material to be inaccurate, incomplete or outdated in whole or in part, and (iv) none of the Company, the Monitor and / or the Sales Agent shall have any liability whatsoever to you or any other person resulting from your 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 any transactions contemplated hereby, when and as executed, and subject to such limitations and restrictions as may be specified therein, shall have legal effect. The provisions of this section 6 shall survive the termination of this Agreement.

7. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by you or any of your Representatives and that the Company 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 the exclusive remedies for a breach by you of the Agreement but shall be in addition to all other remedies available at law or equity to the Company. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that you or any of your Representatives have breached the Agreement, then you shall be liable and pay the Company its solicitor and client costs incurred in connection with such litigation, including any appeal therefrom.
8. In the event that you or any of your 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, you will provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. You will cooperate with the Company on a commercially reasonable basis in its efforts to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or the Company waives compliance with the provisions of this Agreement, you or your Representatives will furnish only that portion of the Evaluation Material which is legally required and each such party shall exercise its commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Evaluation Material.
9. You acknowledge that the Evaluation Material shall at all times remain the property of the Company and that the Company, the Monitor and / or the Sales Agent may disclose the Evaluation Material to other third parties in connection with other possible transactions involving the Company, in accordance with the SISF. You acknowledge and agree that the Company is not restricted under this Agreement from disclosing the Evaluation Material to other third parties.
10. You agree that (a) the Company, the Monitor and / or the Sales Agent reserve the right, in their reasonable business judgment, and subject to competitive and other business considerations, to decline access to all or part of the Evaluation Material. Such action by the Company or the Monitor shall not affect the enforceability of any provision of this Agreement.
11. Without prior written consent of the Company, you agree that you shall not, for a period of 2 years from the date hereof, initiate the solicitation for employment of any person who is now employed by the Company who was personally introduced to you as a result of this investigation of the Company; provided, however, this shall not prohibit you from hiring any employee of the Company who contacts you or responds to a general solicitation in a publication of general circulation.
12. Except as specifically set forth in this Agreement, neither you nor the Company will be under any legal obligation with respect to a possible transaction involving the Company unless and until a definitive agreement between you and the Company is executed and delivered.
13. The confidentiality and non-use obligations described in this Agreement shall terminate 2 years from the date of this Agreement.
14. Notices authorized or required by this Agreement to be given to the Company shall be delivered to the attention of the President of the Company in person or by courier, sent by

facsimile transmission or mailed by prepaid post at the address or facsimile number indicated herein, or at another address designated by the Company in writing. A copy of any notice shall be provided to the Monitor and the Sales Agent.

15. This Agreement is for the benefit of the Company, and its directors, officers, shareholders and agents, the Monitor and the Sales Agent and shall be governed by and construed in accordance with the laws of the Province of Ontario.
16. It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege or 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 of privilege hereunder.

If you are in agreement with the foregoing, then please so indicate by signing, dating, and returning one copy of this Agreement, which will constitute our agreement with respect to the matters set forth herein.

Yours truly,

CannaPiece Group Inc., for itself and the entities comprising the Company

Afshin Souzankar, CEO

Accepted and Agreed to this __ day of _____, 2022

I have authorization to bind the [INSERT COMPANY NAME]

[NAME, TITLE]