

NON-DISCLOSURE AGREEMENT

Dear Sirs & Mesdames:

On August 14, 2023, Datatax Business Services Limited (the "**Debtor**" or "**Datatax**") filed a Notice of Intention to Make a Proposal (the "**NOI**") pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) R.S.C. 1985, c. B.-3, as amended (the "**BIA**"). Pursuant to the NOI, KPMG Inc. was appointed proposal trustee (in such capacity, the "**Proposal Trustee**"). On August 17, 2023, the Debtor obtained an order from the Ontario Superior Court of Justice (Commercial List) (the "**Court**") which, among other things: (i) extended the stay of proceedings to Farm Business Consultants Inc., FBC Financial & Estate Planning Services Inc. and FBC Financial & Estate Planning Services Inc. (collectively, the "**Subsidiaries**" and together with the Debtor, the "**Datatax Entities**"); and (ii) approved a sale solicitation process ("**SSP**") and certain related bidding procedures (the "**Bidding Procedures**") for the sale of Datatax's assets (the "**Property**") and business operations (the "**Business**") conducted through the Subsidiaries. The SSP is to be conducted by the Proposal Trustee, in consultation with Datatax and its advisors. Capitalized terms used in this non-disclosure agreement ("**NDA**") and not otherwise defined herein have the meanings given to them in the Bidding Procedures for the SSP.

The SSP is intended to solicit interest from qualified parties in an acquisition of all or substantially all of the Property and the Business from Potential Bidders (as defined herein) and to subsequently implement a transaction or transactions (each, a "**Transaction**"). This NDA is being provided to you due to your expression of interest in participating in the SSP with a view to submitting a Qualified Bid (as defined herein). In that regard, you (the "**Potential Bidder**" or "**you**") have requested Confidential Information (as defined herein) be furnished to you.

As a condition for you to participate in the SSP and the Datatax Entities furnishing Confidential Information to you, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you acknowledge and agree on behalf of yourself, your affiliates and Representatives (as defined herein) as follows:

1. **Acknowledgement** – You acknowledge: (a) receipt of a copy of the SSP found on the Proposal Trustee's website at the following link: kpmg.com/ca/datatax, and agree to accept and be bound by the provisions contained therein; (b) that the Proposal Trustee, in consultation with Datatax and its advisors, will be responsible for conducting the SSP and may furnish Confidential Information to you on the Datatax Entities' behalf; and (c) that any reference in this NDA to Confidential Information provided by the Datatax Entities shall be deemed to include any Confidential Information provided to you by the Proposal Trustee on the Datatax Entities' behalf.
2. **Confidential Information** – The term "**Confidential Information**" means: (a) any and all information of whatever nature (including not only written information but also information that may be transmitted orally, visually, graphically, electronically or by any other means) relating to the Datatax Entities, the Business or the Property, including, without limitation, information concerning any past, present or future customers, wholesale partners, licensees, suppliers or the Datatax Entities' facilities, licences, technology, business processes and any correspondence, internal business discussions, strategic plans, budgets, financial statements, records, reports, evaluations, notes, analyses, documents, engineering, trade secrets, know-how, data, patents, copyrights, processes, business rules, tools, business processes, techniques, programs, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, equipment configurations, security measures, system access codes and passwords, written materials, compositions, drawings, diagrams, computer programs, studies, works in progress, visual demonstrations, ideas, concepts, or any other documents or information pertaining in any way whatsoever to the Datatax Entities; (b) all information about an identifiable individual or other information that is subject to any federal, provincial or other applicable statute, law or regulation of any governmental or regulatory authority

in Canada relating to the collection, use, storage and/or disclosure of information about an identifiable individual, including the *Personal Information and Protection of Electronic Documents Act* (Canada) and equivalent provincial legislation, whether or not any such information is confidential ("**Personal Information**"); and (c) all summaries, notes, analyses, projections, compilations, data, studies or other documents or records prepared by a Potential Bidder or its Representatives that contain or otherwise reflect or have been generated, wholly or partly, or derived from, any such information ("**Derivative Information**"). The term "Confidential Information" shall not include such portions of the Confidential Information which: (i) are, or become, generally available to the public other than as a result of a disclosure by you or your Representatives; (ii) are received by you from an independent third party who had, to your knowledge after due inquiry, obtained the Confidential Information lawfully and was under no obligation of secrecy or duty of confidentiality; (iii) you can show were in your or your affiliate's lawful possession before you received such Confidential Information from the Datatax Entities, unless such Confidential Information was previously provided pursuant to a confidentiality agreement or an agreement which contained confidentiality provisions; or (iv) you can show were independently developed by you or on your behalf by personnel having no access to the Confidential Information at the time of its independent development. In addition, you agree that the Proposal Trustee may, in their sole discretion, withhold or provide information requested by you.

3. **Non-Disclosure and Restricted Use** – The Confidential Information will be kept confidential by you and will not, without the prior written consent of the Datatax Entities and Proposal Trustee, be disclosed by the Potential Bidder or any of its Representatives in any manner whatsoever, in whole or in part, and will not be used by the Potential Bidder or any of its Representatives, directly or indirectly, for any purpose other than evaluating, negotiating and consummating a Transaction (the "**Permitted Purpose**"). You will not use the Confidential Information to obtain any commercial advantage over the Datatax Entities in any way which is, directly or indirectly, detrimental to the Datatax Entities. Neither you nor any of your affiliates or Representatives will alter, decompose, disassemble, reverse engineer or otherwise modify any Confidential Information received hereunder that relates to the research and development, intellectual property, processes, new product developments, product designs, formulae, technical information, patent information, know-how or trade secrets of the Datatax Entities. The Potential Bidder agrees to comply with any applicable privacy laws in respect of Confidential Information relating to individuals. The Potential Bidder recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the Datatax Entities if any information contained therein is disclosed to any person.
4. **Storage and Records** – You shall store the Confidential Information properly and securely and ensure that appropriate physical, technological and organizational measures are in place to protect the Confidential Information against unauthorized or unintended access, use or disclosure. You will only reproduce or take such copies of any of the Confidential Information as is reasonably necessary for the Permitted Purpose. You shall keep a record of the Confidential Information furnished to you, in any medium other than oral, and of the location of such Confidential Information.
5. **Access Limited to Representatives** – The Potential Bidder may reveal or permit access to the Confidential Information only to its agents, representatives (including lawyers, accountants, capital providers, and financial advisors), directors, officers and employees (each a "**Representative**") who need to know the Confidential Information for the Permitted Purpose, who are informed by the Potential Bidder of the confidential nature of the Confidential Information, who are directed by the Potential Bidder to hold the Confidential Information in the strictest confidence and who agree to act in accordance with the terms and conditions of this NDA. The Potential Bidder will take all necessary precautions or measures as may be reasonable in the circumstances to prevent improper access to the Confidential Information or use or disclosure of the Confidential Information by the Potential Bidder's Representatives and will be responsible for any breach of this NDA by any of its Representatives. You will, in the event of a breach of this NDA

or any disclosure of Confidential Information by you or any of your Representatives, other than as permitted by this NDA, whether through accident, inadvertence, or otherwise, notify the Datatax Entities and the Proposal Trustee of the nature of the breach promptly upon your discovery of the breach or disclosure.

6. **Privileged Material** – You acknowledge that certain of the Datatax Entities' books, records or information representing or containing Confidential Information to which you may be given access are books, records and information to which solicitor-client privilege and/or other privilege ("**Privilege**") attaches. You recognize and acknowledge that the Datatax Entities have a material interest in the preservation of Privilege in respect of all Privileged material (collectively, the "**Privileged Material**"). You agree (acting on your own behalf and as agent for your Representatives) that: (a) such access is being provided solely for the Permitted Purpose; (b) such access is not intended and should not be interpreted as a waiver of any Privilege in respect of the Privileged Material or any right to assert or claim Privilege in respect of the Privileged Material, and to the extent there is any waiver (which is expressly denied), it is intended to be a limited waiver solely in your favour and, solely for the Permitted Purpose; (c) you shall keep the Privileged Material in strict confidence, and disclose such material solely to your legal counsel and to your directors, officers and employees and any affiliate and only to the extent required for the Permitted Purpose; (d) at the Datatax Entities' request, all copies of the Privileged Material, and any notes that would disclose the contents of the Privileged Material, will be destroyed or returned to the owner thereof; and (e) at the Datatax Entities' request, you shall claim or assert, or co-operate to claim or assert, Privilege in respect of the Privileged Material.
7. **No Disclosure of Transaction** – The Potential Bidder and its Representatives will not, without the prior written consent of the Datatax Entities and the Proposal Trustee, disclose to any person the fact that the Confidential Information has been made available, that this NDA has been entered into, that discussions or negotiations are taking place or have taken place concerning a possible Transaction or any of the terms, conditions or other facts with respect to any such possible Transaction.
8. **Contact Persons** – In respect of Confidential Information requests or any other matters concerning Confidential Information or the Transaction, you agree to communicate only with Pritesh Patel on behalf of the Proposal Trustee or such Representatives of the Proposal Trustee that Pritesh Patel directs; or with such other individual or individuals as the Proposal Trustee may authorize in writing. Without such prior written consent, neither you nor any of your Representatives will knowingly initiate or cause to be initiated or maintain any communication with any officer, director, agent, employee of the Datatax Entities, or any affiliate, creditor, shareholder, customer, member, wholesale partner, licensee, supplier or lender of the Datatax Entities concerning the Business, or the Datatax Entities' operations, prospects or finances, the Confidential Information or any Transaction whatsoever. Notwithstanding anything contained herein, without the prior written consent of the Proposal Trustee, you or any of your Representatives shall not knowingly initiate or cause to be initiated or maintain any communication with the Stalking Horse Bidder or its Representatives or any other Potential Bidder or their Representatives in connection with the SSP.
9. **Proprietary Rights** – You acknowledge that the Confidential Information is a proprietary asset of the Datatax Entities and agree that as between you and the Datatax Entities, the Datatax Entities will retain proprietary rights in the Confidential Information and the disclosure of such Confidential Information shall not be deemed to confer upon you any rights whatsoever in respect of any Confidential Information.
10. **Return of Confidential Information** – If you determine not to pursue a Transaction, you will promptly advise the Proposal Trustee of that fact. At the time of such notice, or if, at any earlier time, the Proposal Trustee so directs (whether or not you determine to pursue a Transaction) or you are determined to not be the Successful Bidder under the SSP, you and your Representatives will, at your own expense, promptly return or destroy all copies of the Confidential Information upon such request (and, in any event, within five (5) business days after such request), except for that portion of the Confidential Information which

consists of Derivative Information, which will be destroyed, and in the case of information stored in electronic form, it will be permanently erased. If requested by the Proposal Trustee, compliance with this Section 10 shall be certified in writing by an authorized officer of the Potential Bidder.

Notwithstanding the foregoing: (a) you may retain a copy of the Confidential Information to the extent that such retention is required to demonstrate compliance with applicable law, regulation or professional standards, provided that it is kept strictly confidential; and (b) Confidential Information that is electronically stored may be retained in back-up servers if it is not intentionally made available to any Person, and is deleted in accordance with your normal policies with respect to the retention of electronic records. Notwithstanding the return or destruction of the Confidential Information, you and your Representatives shall continue to be bound by the confidentiality and other obligations hereunder.

11. **No Representation** – You acknowledge that the Datatax Entities, the Proposal Trustee, and their respective Representatives make no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and agree that the Datatax Entities, the Proposal Trustee, and their respective Representatives shall have no liability, direct or indirect, to you or your Representatives relating to or resulting from the Confidential Information or the use thereof, errors therein or omissions therefrom. The only information that will have any legal effect will be that specifically represented or warranted in a definitive agreement relating to a Transaction and executed by the Datatax Entities and you.
12. **Definitive Agreement** – You acknowledge and agree that no agreement relating to or providing for the Transaction shall exist unless and until a definitive agreement with respect to a Transaction has been executed by you and one or more of the Datatax Entities. It is agreed that unless and until such a definitive agreement has been executed and delivered pursuant to the terms of the SSP, neither the Datatax Entities nor you shall have any legal obligation of any kind whatsoever with respect to the completion of a Transaction by virtue of this NDA. The Datatax Entities and you further understand and agree that the Datatax Entities are under no obligation to provide the Confidential Information. The process leading up to a Transaction shall be governed by the applicable terms of the SSP and any further or other procedures established for the SSP. Either party to this NDA may terminate discussions and negotiations with regard to the Transaction at any time for any reason.
13. **Required Disclosure** – In the event that you or any of your Representatives become legally compelled or are required by regulatory authorities having appropriate jurisdiction to disclose any of the Confidential Information, you will promptly provide the Datatax Entities with written notice so that they may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this NDA. You will cooperate with the Datatax Entities on a reasonable basis to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or the Datatax Entities waive compliance with the provisions of this NDA, you will furnish only that portion of the Confidential Information which you are advised by counsel is legally required to be disclosed and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so furnished.
14. **Non-Solicitation; No-Hire** – Without prior written consent of the Datatax Entities, for a period of two (2) years from the date of this NDA (the "**Restriction Period**"), the Potential Bidder, its Representatives and affiliates will not, either directly or indirectly, solicit for employment, employ or otherwise contract for the services of (or cause or seek to cause to leave the employ of the Datatax Entities) any person who is now employed or engaged (either as an employee or consultant) or becomes employed or engaged during the term of this NDA by the Datatax Entities in their operations, other than persons whose employment or engagement shall have been terminated at least six (6) months prior to the date of such solicitation, employment or other contractual arrangements, provided however that the foregoing provision will not prevent you from hiring any such person who contacts you on his or her own initiative without any direct

or indirect solicitation by or encouragement from you. The prohibition contained in this paragraph does not extend to general solicitations of employment by you not specifically directed towards the Datatax Entities' employees or consultants.

15. **Term** – This NDA shall terminate on the earlier of: (i) two (2) years after the date of this NDA; and (ii) six (6) months after completion of a Transaction; provided, however that such termination shall not affect the rights, powers, or remedies of the parties prior to such termination, provided however that the rights and obligations in respect of the Confidential Information shall not terminate or expire and shall be perpetual.
16. **Amendment of Agreement** – This NDA may not be amended, modified or waived except by an instrument in writing signed on behalf of each of the parties hereto.
17. **Successors and Assigns; Assignability** – This NDA shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This NDA may not be assigned by a party without the prior written consent of the other parties, except that the Datatax Entities may be entitled, without the Potential Bidders consent, to assign this NDA to any person in connection with a Transaction. Any assignment or attempted assignment in contravention of this subsection shall be void *ab initio* and shall not relieve the assigning party of any obligation under this NDA.
18. **Certain Definitions** – In this NDA, the term "**affiliate**" shall mean a person directly or indirectly controlling, or controlled by, or under common control with, the Datatax Entities or you, as the case may be, with "**control**" meaning direct or indirect ownership of more than 50% of the voting securities or similar rights or interests of such Person. The term "**Person**" shall be interpreted broadly to include, without limitation, any individual, corporation, the Datatax Entities, partnership, limited partnership, joint venture, estate, association, trust, firm, unincorporated organization, or other entity of any kind or nature.
19. **Governing Law** – This NDA shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. You hereby irrevocably: (a) submit to the exclusive jurisdiction of the Court in respect of any actions or proceedings ("**Proceedings**") relating in any way to this NDA and the transactions contemplated hereby (and you agree not to commence any Proceeding relating thereto except in the Court); and (b) waive any objection to the venue of any Proceeding relating to this NDA or the transactions contemplated hereby in the Court, including the objection that any such Proceeding has been brought in an inconvenient forum.
20. **Non-Waiver** – No failure or delay by the Datatax Entities in exercising any right, power or privilege under this NDA will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this NDA.
21. **Notice** – Any notice, consent or approval required or permitted to be given in connection with this NDA ("**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

(a) **to the Datatax Entities:**

Datatax Business Services Limited
20 Adelaide Street East, Suite 920
Toronto, ON M5C 2T6

Attention: Naveed Manzoor and Brent Houlden
Email: naveed@faanadvisors.com; brenthoulden@gmail.com

with copies to:

Tyr LLP
488 Wellington Street West, Suite 300-302
Toronto, ON M5V 1E3

Attention: Jason Wadden and Shimon Sherrington

Email: jwadden@tyrllp.com
ssherrington@tyrllp.com

(b) to the Proposal Trustee:

KPMG Inc.
333 Bay Street, Suite 4600
Toronto, ON M5H 2S5

Attention: Pritesh Patel

Email: pritpatel@kpmg.ca

with copies to:

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, ON M5X 1A4

Attention: Raj Sahni and Aiden Nelms

Email: sahnir@bennettjones.com
nelmsa@bennettjones.com

(c) Potential Bidder at:

Name of Potential Bidder: _____
Address: _____

Attention: _____
Email: _____

Any Notice delivered or transmitted as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. Toronto time. However, if the Notice is delivered or transmitted after 5:00 p.m. Toronto time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day. Both you and the Datatax Entities may, from time to time, change respective addresses by giving Notice to the other in accordance with the provisions of this section.

22. **Indemnity** – The Potential Bidder shall indemnify and hold harmless the Datatax Entities, the Proposal Trustee, and their respective Representatives from any damages, loss, cost or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any breach of this NDA by the Potential Bidder or any of its Representatives.
23. **Injunctive Relief** – You acknowledge that disclosure of the Confidential Information or other breach of this NDA may cause serious and irreparable damage and harm to the Datatax Entities and that remedies at law would be inadequate to protect against breach of this NDA, and agree in advance to the granting of injunctive relief in the Datatax Entities' favour for any breach of the provisions of this NDA and to the specific enforcement of the terms of this NDA, without proof of actual damages, and without the requirement to post a bond or other security, in addition to any other remedy to which the Datatax Entities would be entitled.
24. **Entire Agreement** – This NDA constitutes the entire agreement between the parties hereto and sets out all of the covenants, promises, warranties, representations, conditions and agreements between the parties hereto in connection with the subject matter of this NDA and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the parties hereto in connection with the subject matter of this NDA, except as specifically set forth in this NDA.
25. **Counterparts** – This NDA may be executed and delivered by electronic transmission. An electronic signature shall have the same legal effect as a manual signature. This NDA may be validly executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and each of which shall constitute an original.

[Signature Page Follows]

Please acknowledge your agreement to the foregoing by countersigning this letter in the place provided below and returning it to the undersigned, who will provide same to the Proposal Trustee.

Very truly yours,

DATATAX BUSINESS SERVICES LIMITED
on behalf of it itself and each of the other Datatax
Entities

Per: _____

CONFIRMED AND AGREED this _____ day of _____, 2023.

Name of Potential Bidder: _____

Per: _____
