

CONFIDENTIALITY AGREEMENT

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To: D. Manning & Associates Inc. in its capacity as Court Appointed Receiver and Manager in respect of all of the assets, and property of **CEDAR ROAD BIOENERGY INC.**, and not in its personal capacity ("**the Receiver and Manager**")

And to: _____ ("**the Recipient**")

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Re: CEDAR ROAD BIOENERGY INC. ("the Company")

The undersigned ("**the Recipient**") hereby acknowledges and agrees as follows:

1. The Receiver and Manager agrees to provide the Recipient with information pertaining to the Company, including but not limited to information provided directly, verbally or written, which collectively constitutes confidential information proprietary to the Receiver and Manager ("**the Confidential Information**").
2. The Recipient shall not directly or indirectly disclose the Confidential Information or that any discussions are taking place, to any person, firm, corporation, partnership, association or other entity, except as hereinafter provided or otherwise required by law, and shall protect such Confidential Information from disclosure by exercising a standard of care sufficient to preserve its confidential nature.
3. The Recipient shall be permitted to disclose the Confidential Information to consultants, directors, officers, employees and agents of the Recipient (each a "**Recipient Representative**") as needed for the evaluation thereof provided that each are notified of the obligations contained herein and assured, and the Recipient remains fully responsible to the Receiver and Manager for any breach of this Confidentiality.
4. The Recipient's right to receive information hereunder may be terminated by the Receiver and Manager at any time upon written notice to the Recipient whereupon the Recipient shall remit and surrender or destroy, without any cost to the Receiver and Manager, the Confidential Information, and all notes and writings in respect thereof, which the Recipient, its consultants, directors, officers, employees and agents may have in their possession at that time.
5. The obligations imposed on the Recipient shall not apply to any information which is in the public domain or which is received by the Recipient in good faith from a third party which did not acquire such information directly or indirectly from the Receiver and Manager or which has an independent right to such information.
6. The Recipient acknowledges that the Receiver and Manager make no representations or warranties, expressed or implied, as to the accuracy, completeness or otherwise of the Confidential Information and that the Receiver and Manager shall have no liability whatsoever, direct or indirect resulting from the use of such Confidential Information.
7. The Recipient hereby agrees to indemnify the Receiver and Manager against any damages, liability or expense (including legal fees and disbursements) caused to the Receiver and Manager, and arising from any breach by the Recipient or a Recipient Representative of its obligations under the terms of this Agreement.

8. The Recipient acknowledges and agrees that in the event of any breach of this Agreement, the Receiver and Manager may suffer irreparable harm which cannot be compensated by damages and shall, in addition to any and all remedies available at law, be entitled to seek equitable relief, including injunction and specific performance. The Recipient also agrees to reimburse the Receiver and Manager for all costs and expenses, of the legal fees incurred by the Receiver and Manager in enforcing the obligations of the Recipient hereunder, including any costs that a court awards to the Recipient.
9. The Recipient acknowledges and agrees that it has had the opportunity to obtain independent legal advice as to the terms and conditions of this Agreement and has either received same or expressly waived its right to do so.
10. The Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
11. This Agreement shall not be assigned without the prior written consent of the parties hereto.
12. If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.
13. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns.

Dated at _____ this _____ day of _____, 2022.

(Recipient Signature)

(Witness)

Name _____

Company _____

Address _____

Telephone _____

Fax _____

E-mail _____