

**PRIVATE & CONFIDENTIAL**

► [Potential Bidder Organization Name and Address]

Dear Sirs/Mesdames:

**Re: Confidential Information with respect to Novelion Therapeutics Inc. (the “Seller”)**

You have requested access to due diligence and other materials relating to the business and assets (the “**Assets**”) of the Seller, such access to be coordinated by Alvarez & Marsal Canada Inc., in its capacity as the court-appointed liquidator of the Seller (the “**Liquidator**”).

You will treat confidentially any information the Liquidator, the Seller or their representatives furnish to you in connection with the Assets (the “**Confidential Information**”) including, without limitation the Asset Information Package dated November 2020 and any information in an electronic data room that may be made available to you by the Liquidator or the Seller; provided, however, that the term “Confidential Information” does not include information that: (a) was or becomes generally available to the public or to you on a non-confidential basis through no fault or breach of this agreement on your part or on the part of any of your directors, officers, employees or agents (including investment bankers, financing sources, accountants, and attorneys) (all such directors, officers, employees or agents referred to collectively as, “**Representatives**”); (b) was independently developed by you or your affiliates without reference to the Confidential Information; or (c) was provided to you by a third party not known to you, after due inquiry, to be subject to confidentiality obligations.

You shall use the same degree of care as you use to protect your own confidential information, but not less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information.

You agree that you will not use the Confidential Information for any purpose other than evaluating your interest in purchasing some or all of the Assets; provided, however, that you may disclose any Confidential Information to your Representatives who need to know such information for the purpose of evaluating the possible purchase of the Assets. You shall inform such Representatives of the confidential nature of such information and that, by receiving such information, they agree to abide by the terms this Agreement and you will be responsible for any breach of the provisions of this agreement by any such Representatives.

You will not contact:

- (i) any current or former director, officer or employee of the Seller or its affiliates or former affiliates;
- (ii) any: (a) counterparty to, or any party referred to in, any agreement included in the Confidential Information or any such party’s affiliates; or (b) any current or former director, officer or employee of any such party or its affiliates; or
- (iii) any other party who you are aware is, or you believe may be, interested in acquiring any of the Assets,

in each case with respect to the Confidential Information, any transaction related to any of the Assets, or any other matter contemplated in this agreement, without prior written authorization from the Liquidator.

In the event that you are required by applicable law or legal process or regulatory body or agency to disclose any part of the Confidential Information, you will, to the extent permitted by law, give the Liquidator prompt notice of such request so that the Liquidator and the Seller may seek an appropriate protective order. If in the absence of a protective order you are nonetheless compelled to disclose any part of the Confidential Information, you may disclose such information (but only to the extent necessary to comply with your legal obligations) without liability hereunder; provided, however, that you give the Liquidator written notice of the information to be disclosed as far in advance of its disclosure as is practicable and legally permitted. Upon the Liquidator's or the Seller's request, you will use your commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

Upon the Liquidator's or the Seller's written request, you shall return promptly to the Liquidator or destroy all copies of the Confidential Information and you shall provide promptly a written confirmation to the Liquidator and the Seller confirming your compliance with this Agreement. Notwithstanding the foregoing, on written notice to the Liquidator and the Seller concurrently with the provision of the aforementioned written confirmation, you may retain a copy of the Confidential Information to the extent required in order to comply with regulatory and internal record retention requirements.

You agree that (a) the Seller and the Liquidator reserve the right to decline access to all or part of the Confidential Information, and (b) that the Seller and the Liquidator reserve the right to reject any and all offers for the Assets or to terminate discussions and negotiations with you at any time. The exercise by the Seller or the Liquidator of these rights shall not affect the enforceability of any provision of this Agreement.

You confirm that you have read, understand and agree to the terms set out in the *Invitation for Offers to Purchase* posted on the Liquidator's website at [www.alvarezandmarsal.com/novelion](http://www.alvarezandmarsal.com/novelion).

You acknowledge and agree that neither the Seller nor the Liquidator nor their representatives have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information. You agree that neither the Seller nor the Liquidator nor their representatives shall have any liability to you or any of your Representatives resulting from the use of, or reliance on, the Confidential Information. You agree that if you determine to engage in a transaction with the Seller or the Liquidator on behalf of the Seller, such determination will be based solely on the terms of any definitive written agreement covering that transaction and on your own investigation, analysis and evaluation of the transaction.

You agree that damages may not be a sufficient remedy for any breach of this agreement by you or your Representatives, and that in addition to all other remedies, the Seller and the Liquidator shall be entitled to seek specific performance, injunctive relief or other equitable relief as a remedy for any such breach.

You agree that this agreement, and any rights of the Seller and the Liquidator hereunder, shall inure to the benefit of any party that enters into a transaction to acquire any of the Assets.

The Seller and the Liquidator may disclose the existence of this agreement, the identities of the parties hereto and any other information in respect of this agreement, or a transaction proposed by any party hereto, to any person to the extent required in connection with applicable laws or in accordance with the Liquidator's duties as liquidator of the Seller.

This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. This agreement and the rights and obligations of the parties will terminate two years from the date hereof.

Please indicate your agreement with the foregoing by signing and returning one copy of this agreement to:

Alvarez & Marsal Canada Inc.,  
in its capacity as Liquidator of Novelon Therapeutics Inc.  
Suite 1680, 400 Burrard Street  
Vancouver, BC, Canada V6C 3A6

Pinky Law  
Vice President  
Alvarez & Marsal Canada Inc.  
[pinky.law@alvarezandmarsal.com](mailto:pinky.law@alvarezandmarsal.com)

Nishant Virmani  
Analyst  
Alvarez & Marsal Canada Inc.  
[nvirmani@alvarezandmarsal.com](mailto:nvirmani@alvarezandmarsal.com)

with a copy to:

Norton Rose Fulbright Canada LLP  
Counsel to Novelon Therapeutics Inc.  
Suite 3000, 222 Bay Street  
Toronto, ON M5K 1E7  
Attention: Evan Cobb  
e-mail: [evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)

Yours very truly,

**Alvarez & Marsal Canada Inc.,  
in its capacity as Liquidator of Novelon  
Therapeutics Inc.**

Per: \_\_\_\_\_  
Name:  
Title:

Confirmed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020,

▶ **[Potential Bidder Organization Name]**

Per: \_\_\_\_\_

Name:

Title:

(I have the authority to bind the corporation)