CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made effective the _____ day of _____, 2026 (the "**Effective Date**") between Alvarez & Marsal Canada Inc., solely in its capacity as court-appointed proposal trustee (the "**Proposal Trustee**") of Adven Inc. and Adven Industries Inc. (collectively, the "**Companies**"), and not in its personal or corporate capacity; and _____, a corporation existing under the laws of _____ (the "**Recipient**").

WHEREAS, in connection with discussions between the Proposal Trustee and the Recipient, the Companies may provide Confidential Information (as defined herein) to Recipient and in return Recipient agrees that such Confidential Information will be dealt with in accordance with the provisions of this Agreement. This Agreement shall remain in force and effect for a period of three (3) years from the Effective Date, notwithstanding any earlier return or destruction of Confidential Information; provided, however, that paragraphs 2 to 20 (inclusive) shall continue in full force and effect following any expiration or termination of this Agreement; and provided further that, notwithstanding any expiration or termination of this Agreement or anything else herein, the obligations of Recipient in respect of any Confidential Information that constitutes Technical Information (as defined in paragraph 5) or a trade secret shall continue in full force and effect for so long as such information retains its character as confidential or trade secret information;

AND WHEREAS, on July 20, 2026, the Companies each commenced proposal proceedings (the "**Proposal Proceedings**") before the Court of King's Bench of Alberta (the "**Court**") by filing a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (Canada), pursuant to which the Proposal Trustee was appointed as the Companies' proposal trustee; and the Companies have since obtained approval from the Court to conduct a sale and investment solicitation process (the "**SISP**"); and

AND WHEREAS, the Companies continue to carry on their business and operations during the Proposal Proceedings, and the disclosure of the Confidential Information (as defined herein) by the Companies and/or the Proposal Trustee, which Confidential Information includes commercially and competitively sensitive information concerning the ongoing business and operations of the Companies, is required in order for the Recipient to assess a bid to participate in the SISP.

1. In this Agreement: (i) "**Confidential Information**" means all information, other than Non-Proprietary Information, concerning the Companies that is furnished to Recipient, whether verbally or in writing, by or on behalf of the Companies or the Proposal Trustee and includes all notes, analyses and other documents prepared by Recipient which contain or are based upon Confidential Information and all derivative works, financial models, valuations, forecasts, and technical analyses prepared using Confidential Information; (ii) "**Non-Proprietary Information**" means information which: (a) is already known or in the possession of Recipient at the time of disclosure by or on behalf of the Companies or the Proposal Trustee without Recipient being bound by a confidentiality agreement or secrecy obligation owed to the Companies or the Proposal Trustee; (b) after the time of disclosure by or on behalf of the Companies or the Proposal Trustee to Recipient, becomes subsequently available to Recipient on a non-confidential basis from a source not known, or reasonably suspected, by Recipient to be bound by a confidentiality obligation owed to the Companies or the Proposal Trustee; (c) is or becomes generally available to the public other than as a result of a breach of this Agreement by Recipient; or (d) is independently developed by Recipient without use, directly or indirectly, of any Confidential Information; (iii) "**Parties**" means the Companies and Recipient and "**Party**" means either the Companies or Recipient, as applicable; and (iv) "**person**" shall be broadly interpreted to mean natural persons and all legal persons, including, without limitation, any corporation, general or limited partnership, limited liability company, trust or other entity or company. The Parties acknowledge and agree that they have both participated in the negotiation of this Agreement. Accordingly, the Parties further agree that no presumption or burden of proof shall be raised in any question of interpretation of this Agreement based upon any assertion that one Party or the other has drafted this Agreement or any provision hereof. Recipient bears the burden of proving that information is Non-Proprietary Information, which proof must be established by reasonable supporting evidence, which in the case of Non-Proprietary Information independently developed by Recipient evidence that the development of such information occurred through persons with no access to Confidential Information.

2. Recipient shall: (i) keep the Confidential Information in strict confidence and shall not use or allow the use of the Confidential Information for any purpose whatsoever other than to assess a bid in connection with the SISP (the "**Purpose**"); (ii) not disclose any of the Confidential Information to any person in any manner whatsoever (other than Recipient's: (a) own directors, officers and employees, and (b) legal counsel or other professional advisors, all of whom must have a *bona fide* need to know Confidential Information in connection with the Purpose (collectively, the "**Permitted Users**")) without first having received the written consent of the Companies and the Proposal Trustee;

(iii) not make any copies or otherwise reproduce or store any Confidential Information except as necessary for the Purpose; (iv) not disclose the fact that the Confidential Information has been made available or any of the matters discussed with respect thereto; and (v) inform each Permitted User of the terms of this Agreement and the confidential nature of the Confidential Information, ensure compliance by each of its Permitted Users with the terms of this Agreement, and be liable for any breach of this Agreement by any of its Permitted Users.

3. Recipient shall notify the Companies and the Proposal Trustee promptly in writing upon becoming aware of any unauthorized use or disclosure of, or any loss, misappropriation, or suspected compromise of, any Confidential Information, and shall cooperate with the Companies and the Proposal Trustee in all reasonable efforts to mitigate and remediate any such event and to prevent its recurrence.

4. The Companies and/or the Proposal Trustee may designate any Confidential Information as "Restricted Technical Information". Restricted Technical Information: (i) may be accessed only by those Permitted Users identified by name to, and approved in writing by, the Companies or the Proposal Trustee; (ii) may, where the Companies or the Proposal Trustee reasonably determine that Recipient carries on, funds, or is affiliated with a business competitive with the Companies, be made available on an external-advisers-only basis; and (iii) may be made available for viewing only in a virtual data room without any right to download, print, copy, or photograph.

5. Recipient acknowledges that the Confidential Information may include, without limitation, technical data, process information, formulations, specifications, designs, engineering data, operational parameters, proprietary methodologies, trade secrets, and other information of a technical or scientific nature relating to the business, assets, and operations of the Companies (collectively, "Technical Information"), the disclosure of which is made solely for the Purpose. Accordingly, and without limiting the generality of the foregoing, Recipient shall not, and shall cause each of its Permitted Users not to, directly or indirectly, on its own behalf or on behalf of any other person:

(a) Reverse Engineering. Reverse engineer, disassemble, decompile, decode, reconstruct, re-engineer, or otherwise attempt to derive, reproduce, or determine the composition, structure, design, architecture, source code, algorithm, formula, underlying methodology, or mode of operation of any technology, process, system, equipment, material, formula, or product that is described, referenced, embodied in, or otherwise disclosed through the Technical Information or any other Confidential Information;

(b) Competitive Development. Use the Confidential Information, or any knowledge, insight, or understanding derived therefrom, as a basis for, or in connection with, the design, development, improvement, optimization, or refinement of any technology, process, formula, system, product, or service of Recipient or any third party, where such design, development, improvement, or refinement replicates, substitutes for, is functionally equivalent to, or otherwise competes with any technology, process, formula, system, product, or service of the Companies;

(c) Extraction and Exploitation. Analyze, test, evaluate, benchmark, or otherwise examine any Technical Information or other Confidential Information in any manner that is designed or intended: (A) to extract proprietary know-how, trade secrets, or technical value from the Confidential Information otherwise than for the Purpose; (B) to circumvent or diminish any intellectual property right of the Companies in or relating to the Confidential Information; or (C) to enable Recipient or any third party to practice, implement, or exploit any invention, method, process, or technology described or disclosed in the Confidential Information without the prior written consent of the Companies;

(d) Patent and IP Exploitation. File, prosecute, or support any application for a patent, registered design, copyright registration, or any other form of intellectual property protection, in any jurisdiction, in respect of any invention, design, work, or development that is based upon, derived from, or that incorporates any element of the Confidential Information;

(e) IP Challenges. Use any Confidential Information to challenge, oppose, petition for the re-examination, revocation, or invalidation of, or otherwise contest, or assist or support any other person in contesting, the validity, enforceability, ownership, or scope of any patent, patent application, or other intellectual property right of the Companies, in any jurisdiction; and

(f) Circumvention through Third Parties. Take any action, directly or indirectly, through any affiliate, associate, agent, Permitted User, subcontractor, or other person acting on Recipient's behalf or at Recipient's direction, that would constitute a breach of any of subparagraphs (a) through (e) above if taken by Recipient directly.

Recipient acknowledges and agrees that: (A) the Technical Information and other Confidential Information of the Companies embody significant proprietary value and constitute trade secrets of the Companies; (B) the restrictions set out in this paragraph are reasonable, necessary, and proportionate to the protection of the Companies' legitimate business interests; (C) any breach or threatened breach of this paragraph would cause irreparable harm to the Companies for which monetary damages alone would be an inadequate remedy; and (D) the Companies and the Proposal Trustee shall accordingly be entitled to seek injunctive relief, specific performance, and all other equitable remedies without proof of actual damages and without the requirement to post any bond or other security, in addition to all other rights and remedies available at law, in equity, or pursuant to paragraph 11 of this Agreement. All defences to the strict enforcement of this paragraph against Recipient are hereby expressly waived by Recipient.

6. No right or licence, whether express, implied, by estoppel or otherwise, in or to any Confidential Information or any patent, patent application, trade secret, copyright, design, or other intellectual property right of the Companies is granted to Recipient by this Agreement or by any disclosure of Confidential Information. No right is granted to Recipient or any Permitted User to use any so-called "residuals", being Confidential Information retained in the unaided memory of any person, and the restrictions in this Agreement apply regardless of the form in which Confidential Information is retained.

7. In the event that Recipient is required pursuant to any applicable law, as advised by its legal counsel in writing, to disclose any Confidential Information, Recipient shall: (i) provide the Companies and the Proposal Trustee with notice immediately upon receipt of any legal process or court order, and in any event no less than five (5) business days before any required disclosure, of any such requirement, unless prohibited by applicable law to do so, so that the Companies and/or the Proposal Trustee may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; (ii) reasonably cooperate with the Companies and/or the Proposal Trustee, at the sole cost and expense of Recipient, to obtain such protective order or other remedy, if applicable, except to the extent prohibited by applicable law; and (iii) if compelled to disclose Confidential Information, disclose only the minimum portion of Confidential Information strictly required by law, and to use reasonable efforts to obtain confidential treatment for any disclosed information.

8. At any time and for any reason, upon the request of the Companies and/or the Proposal Trustee, Recipient shall promptly and in any event within three (3) business days of such request: (i) deliver to the Companies and/or the Proposal Trustee, or destroy, as directed by the Companies and/or the Proposal Trustee, all Confidential Information in written/hardcopy form provided to Recipient; (ii) destroy any copies of such Confidential Information in written/hardcopy form (including any extracts therefrom), all Confidential Information in electronic form, and any portion of Confidential Information that may be found in reports, analyses, notes, compilations, studies and other documents prepared by or for Recipient; and (iii) certify in writing to the Companies and the Proposal Trustee that the requirements of this paragraph have been satisfied in full. Notwithstanding the foregoing, Recipient shall not be required to destroy any portion of Confidential Information in electronic form that may be retained in back-up computer servers if such information is not intentionally made available to any person, provided that such Confidential Information shall continue to be subject to the terms of this Agreement; and Recipient may retain any Confidential Information to the extent specifically required pursuant to any applicable law.

9. Neither Party intends that disclosure of any Confidential Information shall be deemed to waive or in any manner diminish any solicitor-client privilege, litigation privilege or other privilege or protection applicable to any such Confidential Information. The Parties acknowledge that they: (i) have a shared and common interest in the Purpose; (ii) will use Confidential Information solely in order to achieve that shared and common interest; and (iii) intend that any Confidential Information provided or discussed by the Companies with Recipient will be subject to common-interest privilege and retain its privileged character. If any particular disclosure of Confidential Information is held to fall outside the common interest privilege referred to above, and is held to thereby constitute a waiver of privilege, then the Parties hereby document their intention that any such waiver of privilege shall be: limited to the entity which received the document; and limited to the purpose of implementing this Agreement and the Purpose. Recipient agrees not to claim that the Companies have waived any solicitor-client privilege, litigation privilege or other privilege or protection by providing Confidential Information.

10. Until the date that is twelve (12) months following the completion or termination of the SISP, Recipient shall not, and shall cause its Permitted Users not to, directly or indirectly, solicit for employment or engagement, or employ or engage, any officer or employee of the Companies who has had access to, or knowledge of, any Technical Information, provided that this clause does not prohibit general solicitations of employment not directed at such persons, or the employment or engagement of any person who responds thereto.

11. Recipient acknowledges and agrees that monetary damages would not be a sufficient remedy for breach of this Agreement by Recipient and that the Companies and the Proposal Trustee shall be entitled to equitable relief, including injunctions and specific performance, as a remedy for any such breach without necessity of posting any bond or other security, and without proof of any actual damages. Recipient shall be liable for, and shall indemnify and hold harmless the Companies, the Proposal Trustee and each of their respective directors, officers, employees, agents and professional advisors (collectively, the "**Representatives**") from and against all claims, liabilities, damages, costs, losses and expenses (including legal expenses on a solicitor and own client basis) whatsoever which any of them may suffer, sustain or incur in respect of any breach of this Agreement by Recipient. Neither the Companies, the Proposal Trustee nor any of their respective Representatives shall have any liability to Recipient resulting from any use of the Confidential Information or from the accuracy, currency, reliability or completeness of the Confidential Information. No failure or delay by a Party 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 future exercise thereof or the exercise of any other right, power or privilege hereunder. Except as otherwise expressly provided in this Agreement, the rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, and no single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled. Notwithstanding any other provision of this Agreement: (i) the Proposal Trustee shall have no personal, corporate or other liability whatsoever under, arising out of, or in connection with this Agreement; (ii) no claim or recourse under or in connection with this Agreement shall be made against the Proposal Trustee in any capacity other than in its capacity as Proposal Trustee, and any such claim or recourse shall be limited to, and satisfied solely from, the assets of the Companies available in the Proposal Proceedings; (iii) none of the directors, officers, employees, agents or advisors of the Proposal Trustee shall have any personal liability whatsoever under or in connection with this Agreement; and (iv) nothing in this Agreement shall derogate from, and the Proposal Trustee shall continue to have the benefit of, all protections, immunities, limitations of liability and priorities afforded to it under the orders of the Court in the Proposal Proceedings, the *Bankruptcy and Insolvency Act* (Canada) and other applicable law. This paragraph shall survive any expiration or termination of this Agreement.

12. Recipient acknowledges and agrees that: (i) Confidential Information is being provided for the Purpose only; (ii) the Confidential Information does not constitute legal, tax, investment or accounting advice by the Companies, the Proposal Trustee or any of their respective Representatives; (iii) neither the Companies, the Proposal Trustee nor any of their respective Representatives gives, has given or has authority to give, any representations or warranties (express or implied) as to, or in relation to, the accuracy, currency, reliability or completeness of the Confidential Information; and (iv) except as may be required by applicable law, in furnishing Confidential Information, the Companies and the Proposal Trustee do not undertake or agree to any obligation to provide Recipient with access to any additional information or to update the Confidential Information or to correct any inaccuracies or omissions.

13. Recipient acknowledges that certain Confidential Information, including agreements with, and intellectual property developed with funding from, the Government of Canada (including the National Research Council of Canada – Industrial Research Assistance Program), Alberta Innovates, and Emissions Reduction Alberta, is or may be subject to obligations owed by the Companies to third parties, and Recipient shall not use or disclose any Confidential Information in any manner that would cause, or would reasonably be expected to cause, the Companies to be in breach of any such obligation.

14. If any of the Companies is a reporting issuer or otherwise has securities that are publicly traded, Recipient acknowledges that the Confidential Information is expected to contain material information about the Companies that has not been disclosed to the public generally, and that Recipient could be subject to fines, penalties and other liabilities under applicable securities laws if it trades in the Companies' securities while in possession of any such material non-public information or communicates such information to any other person who trades in the Companies' securities. In such circumstances, Recipient agrees that it will refrain from trading in the Companies' securities until such time as it may properly do so under all applicable laws and without breach of this Agreement.

15. Recipient acknowledges and agrees that all restrictions in this Agreement are necessary and fundamental to the protection of the business of the Companies and are reasonable and valid. All defences to the strict enforcement of this Agreement against Recipient are hereby waived by Recipient.

16. The Parties acknowledge and agree that they have both participated in the negotiation of this Agreement. Accordingly, the Parties further agree that any ambiguities in interpretation of this Agreement shall be resolved in favour of the Companies and the Proposal Trustee, and no presumption or burden of proof shall be raised in any

question of interpretation of this Agreement based upon any assertion that one Party or the other has drafted this Agreement or any provision hereof.

17. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Court in the Proposal Proceedings while the Proposal Proceedings are ongoing, and thereafter of the courts of the Province of Alberta and all courts competent to hear appeals from such courts with respect to any claim arising out of or in relation to this Agreement. Notwithstanding the foregoing, nothing in this Agreement precludes the Companies or the Proposal Trustee from seeking injunctive or other interim or equitable relief in any court of competent jurisdiction to prevent or restrain any actual or threatened unauthorized use or disclosure of Confidential Information or any actual or threatened infringement of the Companies' intellectual property rights.

18. If any provision of this Agreement or its application to any Party or circumstance is determined to be illegal, invalid or unenforceable, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other parties or circumstances.

19. No Party may assign this Agreement without the prior written consent of the other Party, except that the Proposal Trustee may assign its rights under this Agreement, without the Recipient's consent, to the Companies, to any purchaser of the Companies' business or assets, or to any successor estate representative. This Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

20. Except for the Companies and the respective Representatives of the Companies and the Proposal Trustee, each of which is an express third-party beneficiary of this Agreement and is entitled, in its own name and for its own benefit, to rely upon and enforce any provision of this Agreement that confers a benefit or protection on it, this Agreement does not confer any benefit on, or create any right, remedy or cause of action in or on behalf of any person other than the Parties and their respective successors and permitted assigns, and no person other than a Party is entitled to rely on any of the provisions of this Agreement in any action, suit, proceeding or hearing in any forum.

21. This Agreement contains the entire agreement between the Parties hereto concerning the confidentiality of Confidential Information and the other matters addressed herein. This Agreement may only be amended with the written consent of the Proposal Trustee and Recipient; provided, however, that no amendment, modification or waiver that adversely affects, limits or impairs any right, benefit or protection conferred on the Companies or their Representatives under this Agreement shall be effective without the prior written consent of the Companies.

[*Remainder of page intentionally left blank*]

This Agreement may be executed in one or more counterparts all of which, when taken together, shall be deemed to constitute a single agreement. No such counterpart need contain the signatures of all Parties and the exchange of signed counterparts by each of the Parties, including exchange by electronic means, shall constitute effective execution and delivery of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the Effective Date.

ALVAREZ & MARSAL CANADA INC.,
in its capacity as Proposal Trustee of the Companies
and not in its personal or corporate capacity

By: _____
Name:
Title:

By: _____
Name: _____
Title: _____

ADDENDUM
INSIDER BID

This Addendum (the "**Addendum**") is made effective as of the Effective Date and forms part of, and is incorporated into, the Confidentiality Agreement between the Companies and the Recipient to which it is attached (the "**Agreement**"). Capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement or the SISP, as applicable. This Addendum applies because the Recipient is, or includes, one or more members of the management, officers, directors, employees and/or other insiders of one or more of the Companies (each, in such capacity, an "**Insider**"), and the Recipient intends to participate in the SISP by submitting a bid (an "**Insider Bid**"). In such circumstances, the Recipient's execution of the Agreement constitutes its agreement to, and acceptance of, this Addendum. In the event of any conflict or inconsistency between this Addendum and the body of the Agreement, this Addendum shall prevail with respect to the subject matter addressed herein.

1. The Recipient acknowledges and agrees that its status as an Insider, and the fact that it intends to or does submit an Insider Bid, shall be disclosed in writing to the Proposal Trustee, and that any party associated with the board of directors or management of the Companies that intends to submit a Bid must notify the Proposal Trustee of that intention within the ten (10) business days following the granting of the SISP Approval Order. The Recipient shall, upon request of the Proposal Trustee, identify each individual who is participating in, or who has access to Confidential Information in connection with, the Insider Bid, and shall update such information as it changes. The Recipient consents to the Proposal Trustee disclosing the existence and material terms of the Insider Bid, and the Recipient's insider status, to the Court and to other stakeholders to the extent the Proposal Trustee considers necessary or advisable in connection with the SISP.

2. The Recipient acknowledges that the SISP is intended to be a fair, open and competitive process. Notwithstanding any access the Recipient may have to information about the Companies by virtue of being an Insider, the Recipient shall participate in the SISP only on the same terms and through the same process as arm's-length prospective bidders. The Recipient shall not use, for the purpose of formulating, advancing or improving the Insider Bid, any information concerning the Companies obtained otherwise than through the SISP, except information already lawfully in the Recipient's possession in its capacity as an Insider that the Recipient is permitted to use under applicable law and its duties to the Companies. The Recipient shall not seek, request or accept any Confidential Information, access, timing advantage or other benefit not made available to other Qualified Bidders in the SISP.

3. Consistent with the SISP, the Recipient and each of its Permitted Users who is an Insider shall not be provided with, and shall not seek, any information that is not made generally available to all participants in the SISP relating to the number or identity of Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders or Successful Bidders, the details of any Bids submitted, or the details of any confidential discussions or correspondence between the Companies, the Proposal Trustee, the Interim Lender and any such bidders in connection with the SISP, and shall not participate in (i) the review or consideration of Bids, (ii) the determination of any Qualified Bids, (iii) the selection of any Successful Bid or Back-Up Bid, or (iv) the negotiation of definitive transaction documents. The Recipient shall be subject to such restrictions and oversight measures as the Proposal Trustee, acting reasonably, determines to be necessary to ensure that the Recipient's participation in the SISP does not, or would not be reasonably likely to, create an unfair advantage for any party or otherwise jeopardize the integrity of the SISP, and the Recipient shall comply with them.

4. The Recipient acknowledges that the Insider Bid will be subject to enhanced scrutiny by the Proposal Trustee and the Court and that any approval of a transaction arising from the Insider Bid is subject to Court approval. The Recipient shall cooperate with, and provide such information and access as may reasonably be requested by, the Proposal Trustee in connection with its oversight of the Insider Bid and the SISP. Nothing in this Addendum limits the Companies or the Proposal Trustee's right to impose additional conditions on the Recipient's participation in the SISP, to require further conflict-management measures, or to exclude the Insider Bid from the SISP in accordance with the SISP procedures and applicable law. The Proposal Trustee is an express third-party beneficiary of this Addendum and is entitled, in its own name and for its own benefit, to rely upon and enforce its provisions.

5. The provisions of this Addendum shall survive any expiration or termination of the Agreement and shall continue in full force and effect for so long as the SISP is ongoing and thereafter to the extent necessary to give effect to their purpose. Except as expressly supplemented or modified by this Addendum, all terms and conditions of the Agreement remain in full force and effect and apply to the Recipient and the Confidential Information, and this

Addendum is governed by, and subject to the same governing law, jurisdiction and remedies provisions as, the Agreement.