

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

TO: FTI Consulting Canada Inc., Court-appointed receiver and manager (**FTI**, or the **Receiver**) of Local First Media Group Inc., Local First Properties Inc., BTC USA Holdings Management Inc., Local First Properties USA Inc., Alaska Broadcast Communications, Inc., Frontier Media LLC and Broadcast 2 Podcast, Inc. (the **Debtors**)

Re: Purchase of certain assets and business of the Debtors

FTI, in its capacity as Receiver of the Debtors, is soliciting offers to purchase certain assets and business of the Debtors in Alaska, United States (the **Alaska Property**), Texas and Arkansas, United States (the **Texas Property**, and collectively with the Alaska Property, the **Property**). The undersigned has expressed an interest in reviewing the information more particularly defined below (the **Information**) solely for the purpose of determining its potential interest in submitting an offer to purchase the Property (the **Permitted Purpose**). The undersigned understands and agrees that FTI, in its capacity as Receiver, is willing to provide it with the Information, on the condition that the undersigned provides its covenants and undertakings as set out herein with respect to the Information.

The undersigned acknowledges and agrees that the Information contains sensitive confidential business information about the Property. The undersigned agrees that it shall keep the Information confidential and that it shall make no use of the Information other than in accordance with the Permitted Purpose.

In consideration of the Receiver providing such Information and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby covenants, undertakes and agrees as follows:

1. **Information** means any and all confidential information regarding the Property (in any form or medium of communication, whether oral, written, electronic, or other form or media) which is obtained from or disclosed by the Receiver and any party retained by the Receiver in connection with the Property. For greater certainty and without limiting the generality of the foregoing, the following shall also be deemed to be Information: (i) all notes, analyses, reports, data, records, summaries, and other documents and materials (in any form or medium of communication, whether oral, written, electronic, or other form or media) prepared by or for the Undersigned which contain, summarize, analyze, discuss, review, or otherwise reflect or are derived or based in whole or in part on Information, (ii) financial statements or any other financial data, business or technical information, methods, practices, operational processes, financial, technical or operational secrets or trade-secrets, information gathered while visiting the operations of the Property, and (iii) personal information regarding the shareholder(s), principals, employees, contractors and other business partners of the Debtors in respect of the Property.

2. The undersigned acknowledges and agrees that the Receiver will furnish the Information to it solely for the Permitted Purpose, and the undersigned covenants that it (which, for the purposes of such covenant shall include any and all of its officers, professional counsel, directors, agents or employees or any other person who receives any of the Information from any of them, such as professional consultants and other representatives – all of which are collectively referred to hereafter as **Permitted Persons**) shall not use the Information for any purpose other than the Permitted Purpose. For greater certainty, the undersigned and the Permitted Persons shall not use the Information in

carrying on their business or that of any affiliate, as defined in the *Securities Act* (Alberta), and will not disclose the Information to any other person, firm, corporation or organization without the Receiver's prior written consent. The undersigned shall provide the Receiver with lists of all persons to whom any Information will be made available.

3. The undersigned agrees that, for a period of 24 months from this date, neither the undersigned nor any Permitted Persons, whether directly or indirectly, for its or their benefit or for the benefit of a third party, shall hire or solicit any current officer or employee of the Property (collectively, **Employees**); provided however, that the foregoing shall not apply to: (a) generalized searches for Employees by use of advertisements in the media that are not targeted at Employees; (b) any Employees that are presented to the undersigned or Permitted Persons by a professional placement agency so long as it or they did not direct or encourage such agency to target such Employees; and (c) the solicitation and hiring of persons whose employment has been terminated for cause by, or in respect of, the Property or whose employment in respect of the Property has terminated by reason of resignation of such person and no less than three (3) months have elapsed since the date of such resignation and such resignation was not directed or encouraged by the undersigned or Permitted Persons.

4. The undersigned acknowledges that the Receiver shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any of the Information furnished to it at any time, nor shall the Receiver have any liability to the undersigned or its representatives relating to or arising from its use of any of the Information.

5. For greater certainty, but without limiting its covenant to keep the Information confidential, the undersigned shall take all reasonable steps to prevent the disclosure of the Information, by ensuring that:

- a) Only Permitted Persons whose duties require them to review the Information shall have access thereto, and they shall be instructed and required to treat the Information as confidential;
- b) Proper and secure storage is provided for all written Information or any Information which is stored on any computer or data retrieval system;
- c) The undersigned shall not make, permit or cause to be made copies of the Information without the written consent of the Receiver;
- d) The undersigned shall not attend at any of the Debtors' premises or contact any of the Debtors' employees or agents, without the written consent and facilitation of the Receiver, and
- e) The undersigned shall not disclose either the Information or the fact that discussions regarding the opportunity to purchase the Property are taking place or the status thereof to any person other than the Permitted Persons for any reason whatsoever unless:
 - (i) in the reasonable opinion of the Receiver or its lawyers, disclosure is required under federal or provincial law;
 - (ii) any securities commission, stock exchange or other regulatory body having jurisdiction requires disclosure; or

(iii) disclosure is required to be made by the undersigned pursuant to due legal process.

6. In the event that the undersigned or any Permitted Person becomes legally compelled to disclose any of the Information, the undersigned shall provide the Receiver with prompt notice so that the Receiver may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that either such protective order or other remedy is obtained or the Receiver waives compliance with provisions of this Agreement, the undersigned shall furnish only that portion of the Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Information.
7. The undersigned shall indemnify and hold the Receiver, its officers, directors, employees and agents, harmless from any and all loss or damage (including legal costs) which arise directly from the unauthorized disclosure or use of the Information by the undersigned, or by its officers, employees, professional consultants and representatives or in any other way which is contrary to the terms of this Agreement.
8. The Information, together with any copies thereof, shall be returned to the Receiver immediately upon request without retaining copies thereof. The return, by the undersigned, of any Information to the Receiver shall not affect any of its obligations hereunder, including with respect to Information that cannot be returned or destroyed (such as oral Information).
9. It is agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement and the undersigned agrees that the Receiver shall be entitled to injunctive relief, specific performance or any other appropriate equitable remedies for any such breach, without proof of actual damages. Any of such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to other remedies available at law or in equity to the Receiver. In the event the Receiver brings an action to enforce the undersigned's obligations hereunder, the undersigned shall reimburse the Receiver for all costs and expenses, including legal fees, incurred by the Receiver in that regard.
10. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be either hand delivered or sent by courier, pre-paid registered mail or by email to the following addresses:

a) In the case of the Receiver:

FTI Consulting Canada Inc.
520 5th Ave SW, Suite 1610
Calgary AB T2P 3R7
T: 403.454.6036
E: lindsay.shierman@fticonsulting.com
Attn: Lindsay Shierman, Managing Director

b) in the case of the undersigned, as follows:

(Name – Company or First and Last)

(Street/RR/PO Box No., Suite/Unit No.)

(City/Town) (Province)

(Postal Code)

Attention: _____

Telephone: _____

Email: _____

Any notice personally delivered or by facsimile transmission shall be deemed to have been received on the date of delivery. Any notice sent via pre-paid registered mail shall be deemed to have been received on the fourth business day following mailing. Any notice sent via courier shall be deemed to have been received on the following business day after actual receipt thereof by the recipient. Any notice sent via email shall be deemed to have been received when sent. Either of the Receiver or the undersigned may change its address for service of notice or the person to whom such notice shall be directed from time to time by notice given in accordance with the foregoing.

11. The undersigned agrees that it shall not and may not assign this Agreement or any of its rights hereunder, either in whole or in part.
12. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Any legal actions or proceedings with respect to this Agreement shall be brought in the courts of the Province of Alberta. The undersigned hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.
13. The undersigned acknowledges and confirms that any costs incurred by any auditor, lawyer, inspector, engineer, contractor or other consultant or agent engaged by it to review any of the Information or the Property are solely the undersigned's obligation and responsibility.
14. The undersigned 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.
15. This Agreement shall enure to the benefit of the Receiver and any purchaser of the Property, and their respective representatives and assigns, and shall be binding upon the undersigned and its heirs, executors, administrators, legal personal representatives, successors and permitted assigns.
16. This Agreement constitutes the entire agreement between the undersigned and the Receiver with respect to the subject matter hereof and supersedes all prior agreements and or discussions relating to the subject matter hereof. This Agreement may only be amended by further written agreement between the parties.

Dated at _____ this _____ day of _____ 2025

OR

(Signature of Person – Individual)
Name:

(Name of Corporation)
Per:

(Signature of Witness – Individual)
Name:

(Signature of Authorized Signing
Officer)
Name:
Title
*I have the authority to bind the
corporation*