



NON-DISCLOSURE POLICY

This non-disclosure policy (the "Policy") applies to any purchase order between Maple Leaf Foods Inc. ("MLF") and any Supplier to ML. If MLF and the Supplier are already parties to an existing non-disclosure agreement, then that non-disclosure agreement shall take precedence in the event of any conflict. MLF and the Supplier covenant and agree as follows:

DEFINITIONS

"Personal Information" means information about an identifiable individual(s) or other information that can be used in conjunction with other information to identify an individual (including without limitation any information defined or deemed to be such pursuant to any applicable law or regulations related to privacy or data protection) that is collected, used, transferred or disclosed pursuant to this Policy.

"Purpose" means: (i) the purpose of enabling the supply of goods or services to MLF as defined in a purchase order.

"Representatives" means those directors, officers' employees and external advisors of Supplier or Supplier's Affiliates (as defined in the *Canadian Business Corporations Act*) who have a need to review Confidential Information in connection with the Purpose, and who are bound by a duty of confidentiality to Supplier.

CONFIDENTIAL INFORMATION

In this Policy, Confidential Information means all information that is disclosed by or on behalf of MLF to Supplier whether prior to or after the date hereof, in whatever form or medium (including copies of such information), including but not limited to: (i) information about MLF or its customers, suppliers or other business partners, including, information relating to the intellectual property and business practices of MLF, whether or not reduced to writing or other tangible expression, and including, without limitation, information relating to research and development, discoveries, improvements, processes, know-how, drawings, blueprints, specifications, samples, formulae, recipes, patents, copyrights, trademarks, trade names, and trade secrets; and (ii) Personal Information, and any reproductions of, or derivations or analysis from the foregoing. Notwithstanding the foregoing, Confidential Information shall not include information which Supplier can establish (x) was already known to Supplier prior to the time of disclosure by MLF, as evidenced by contemporaneous or prior documentation to such effect; (y) is or becomes available to the public other than through a breach of this Policy by Supplier; or (z) is acquired or lawfully received by Supplier from a third party without confidentiality obligations.

STANDARD OF CARE, USE AND DISCLOSURE

Except as explicitly permitted herein, Supplier shall hold the Confidential Information in strict confidence. Supplier shall use and reproduce the Confidential Information only to the extent reasonably required to fulfill the Purpose. Supplier shall use a reasonable degree of care to prevent the unauthorized use, reproduction or disclosure of the Confidential Information, which standard of care shall not be less than the degree of care that Supplier uses to protect its own Confidential Information of a similar nature. Supplier shall be permitted to disclose Confidential Information to its Representatives, provided that Supplier shall be responsible for any breach of this Policy by such Representatives. Supplier may also disclose Confidential Information if and only to the extent: (x) it is required to do so by law provided that Supplier gives MLF sufficient notice to enable it to seek an order limiting or precluding such disclosure; or (y) MLF gives prior written authorization to do so.



NON-DISCLOSURE POLICY

TERM

The obligations with respect to Confidential Information disclosed under this Policy shall continue indefinitely.

RETURN OF DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon the request of MLF, Supplier shall either: (i) return to MLF all Confidential Information; or (ii) destroy and delete all Confidential Information and provide MLF with a certificate of a responsible officer certifying that such obligation to return or destroy has been complied with. Notwithstanding the foregoing, the obligation to return or destroy shall not apply to Confidential Information that is stored or archived as part of Supplier's automated data archiving processes provided such Confidential Information shall continue to be subject to the confidentiality obligations herein. Notwithstanding the return or destruction of Confidential Information, the confidentiality obligations shall continue throughout the Confidentiality Term.

RIGHTS

Recipient acknowledges and agrees that as between MLF and Supplier, the Confidential Information is and will remain the property of MLF. Supplier shall not acquire any ownership right, interest or title in or license to use the Confidential Information, implied or otherwise, or any intellectual property rights therein or the right to obtain or apply for such rights under this Policy. Supplier acknowledges that unauthorized disclosure, inappropriate use, or other violation, or threatened violation of this Policy by Supplier may cause irreparable harm to MLF. Supplier also agrees that MLF shall, in addition to any other remedy available at law, be entitled to seek an injunction prohibiting Supplier from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or irreparable harm or furnishing a bond or other security.

WARRANTY

Supplier agrees and acknowledges that neither MLF nor its shareholders, officers, employees, agents or advisors make any representation or warranty (express or implied) as to the accuracy and completeness of Confidential Information except as may be expressly represented or warranted in binding written agreement concluded between the parties.

GOVERNING LAW

This Policy will be governed by, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to conflict of law principles, and each party hereto irrevocably waives any objection on the grounds of venue, forum non conveniens or any similar grounds and consents to the exclusive jurisdiction of the courts of the Province of Ontario.

NOTICE

Any notice, request, demand or other communication required or permitted to be given under this Policy will be given either personally, by email or by prepaid registered post, addressed as set forth above.