

●, 2023

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Attention: ●

Dear ●,

Re: Confidentiality Agreement

In connection with your evaluation of a possible transaction involving DecisionOne Corporation (a New Brunswick corporation) (collectively, the “**Company**”, “**we**”, “**us**” or “**our**”) (a “**Transaction**”), we may make available to you directly or through our affiliates or representatives (whether in writing, orally, in hardcopy, electronically, or otherwise) information, data, knowledge, analyses, trade secrets, know-how, and other materials regarding the Company, its business, customers, employees or counterparties, or a Transaction (collectively, the “**Information**”). For purposes of this agreement, “**Information**” shall also be deemed to include all notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by you or your Representatives (as defined below) which contain, reflect, or are based upon, in whole or in part, the information furnished to you or your Representatives pursuant hereto. In addition, “**Information**” shall also include the fact that a Transaction is under consideration, and the fact that discussions between you and the Company are taking place. Notwithstanding anything in this agreement, “**Information**” shall not include information which is or becomes publicly available other than as a result of a disclosure by you or your Representatives in breach of this agreement; (ii) becomes available to you from a source (other than us, our affiliates or our representatives) which is not known by you after due inquiry to be prohibited from disclosing such information publicly by a legal, contractual or fiduciary obligation to us; or (iii) is independently developed by you or your Representatives without use of, or reference to, the Information. As a condition to such Information being furnished to you, you agree that:

1. Except as otherwise expressly provided herein, you will not (a) disclose the Information to any other person or use any portion thereof except in connection with your evaluation of a Transaction, or (b) disclose to any person the fact that a Transaction is under consideration or that the Information has been made available to you. Without limiting the foregoing, you shall not use the Information as the basis for, or in support of, any court proceeding or claim or any response in any court proceeding or claim, whether involving a Transaction or otherwise.
2. Notwithstanding paragraph 1 above, you may disclose the Information solely for the purpose of evaluating a Transaction and only to the extent required for a Transaction: (a) to your directors, officers, employees and professional advisors who need to know the Information for the purpose of evaluating a Transaction (“**Representatives**”) (it being understood that such Representatives (i) shall be informed by you of the confidential nature of the Information, (ii) shall be directed by you to treat the Information confidentially and (iii) shall agree to be bound by the terms of this agreement, and it being further understood that you shall be responsible for any breach by your Representatives of the terms of this agreement, or (b) with our prior written consent.
3. Notwithstanding paragraph 1, you may disclose Information if you are required to make such disclosure in order to comply with applicable law, regulation or legal or judicial process, or if disclosure is requested by any governmental or other regulatory authority (any of the foregoing, a “**Requirement**”). If you become required pursuant to a Requirement to disclose any of the Information, you shall use all best efforts to provide the Company with prompt prior written notice of such Requirement and cooperate with the Company, to the extent the Company reasonably requests and at the Company’s expense, so that, prior to such disclosure, the Company may seek a protective order or other appropriate remedy. In any event, notice shall

be provided to the Company as soon as practicable under the circumstances unless prohibited by law. If such protective order or other remedy is not obtained, you agree to disclose only that portion of the Information which you reasonably believe, based upon advice of your legal counsel, is required to be disclosed by you and will exercise best efforts to obtain reasonable assurance that confidential treatment will be accorded such Information. Prior to any disclosure hereunder, you will use reasonable best efforts to give the Company a reasonable opportunity to review the contents of such disclosure.

4. You shall use the same degree of care as you use to protect your own confidential information of a similar nature, but not less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Information. For greater certainty, at all times you shall use best efforts to prevent any of the Information from being disseminated in any way, shape or form, directly or indirectly, to any organization, company, or person.
5. All Information provided or furnished by the Company remains the property of the Company at all times. At any time, upon our written request, you shall promptly destroy or redeliver to us all written Information and any other written material containing or reflecting the Information (whether prepared by us, our advisors, you, your advisors or otherwise). All documents, memoranda, notes and other writings whatsoever prepared by you or your advisors based on the Information shall also be returned or destroyed (at your election). At our written request, you shall promptly provide us a written certification of your compliance with this paragraph 5. All of your obligations hereunder and all of our rights and remedies hereunder shall survive any return or destruction of the Information. Notwithstanding the foregoing, if electronic records containing Information must be retained by you for the purpose of backup, recovery, contingency planning or business continuity planning (a "**Recovery Purpose**") and are not accessible in the ordinary course of business, such records, to the extent not otherwise permanently deleted or overwritten, may be retained by you but shall not be accessed except for a Recovery Purpose.
6. You understand and acknowledge that neither the Company nor any third party have made or makes any representation or warranty as to the accuracy or completeness of the Information. You agree that neither the Company nor any third party shall have any liability to you or any of your Representatives resulting from the use of the Information, except to the extent specifically set forth in a definitive written agreement with you concerning a Transaction. You understand and acknowledge that the Company has no obligation to provide any information to you pursuant to this agreement. No waiver of any privilege is implied by the disclosure of Information to any person pursuant to this agreement.
7. In addition to the obligations set out in any other agreement to which you are a party, the parties agree that during the period commencing on the date hereof and continuing until the twelve month anniversary of the date hereof, neither you nor any of your subsidiaries or affiliates or representatives shall, without the prior written consent of the Company, directly or indirectly:
 - a) induce or otherwise advise or encourage any employee or contractor of the Company to leave the employment of, or an engagement with, the Company;
 - b) induce or otherwise advise or encourage any customer or contract counterparty, to terminate or modify its relationship with the Company, or to not enter a relationship with the Company;
 - c) do any act, the probable effect of which impairs relations between the Company and its distributors, suppliers, clients, customers, representatives or agents; or
 - d) advise, assist, induce or encourage any other person to do any of the foregoing.

8. All inquiries and other communications regarding Information or a Transaction are to be made directly to KPMG Inc., as proposal trustee, on behalf of the Company or to Representatives of the Company who are specified in writing by KPMG Inc. Accordingly, you agree not to directly or indirectly contact or communicate with any executive or other employee, shareholder, creditor or counterparty of the Company concerning the Company, its business, any Information, or any potential Transaction, or to seek any information in connection therewith from such person, without the express written consent of KPMG Inc.
9. You acknowledge and agree that money damages and other remedies at law are inadequate to protect against a breach of this agreement and you hereby agree to the granting of injunctive relief, specific performance, or other equitable relief in our favour without proof of actual damages and you further agree to waive any requirement for the securing or posting of a bond in connection with such remedy. Nothing contained herein shall be construed as prohibiting us from pursuing any other remedies available, either at law or in equity, for any breach or threatened breach, of this agreement, including specific performance and recovery of monetary damages.
10. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule, and the parties hereby submit to the exclusive jurisdiction of the state and federal courts located in the Province of Ontario.
11. Any notice required or permitted to be given hereunder shall be properly given only if in writing and if sent by overnight courier, delivered by hand or sent by email (receipt of which email shall be confirmed) to the following address, or such other address as shall subsequently be provided by a party.

If to the Company:

KPMG Inc., as proposal trustee of DecisionOne Corporation
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto, Ontario M5H 2S5

Attention: Katherine Forbes
Email: katherineforbes@kpmg.ca

If to you:



12. In the event that any provision or restriction contained in this agreement is determined to be void or unenforceable by a court of competent jurisdiction, either in whole or in part, it shall not be deemed to impair the validity of any other provision or restriction contained in this agreement and all other provisions of this agreement shall remain in full force and effect.
13. The failure by the Company to enforce at any time or for any period of time any of the provisions of this agreement shall not constitute a waiver of such provisions or the right of the Company to enforce each and every provision. A waiver of a failure to comply hereunder shall be effective only in writing, signed by the Company, and shall not constitute a waiver of any other failures to comply hereunder.

14. This agreement shall enure to the benefit of the parties' successors and assigns and shall be binding upon their successors and assigns, but none of your rights or benefits hereunder shall be transferable or assignable without the prior written consent of the Company.
15. We and you agree that this agreement is in addition to, and does not replace, any other obligations, regarding confidentiality or otherwise, that are contained in any other written agreement between the Company and you or your Representatives, or that arise under applicable law. This agreement supersedes all prior oral communications between you and the Company with respect to the subject matter of this agreement.
16. The provisions of this agreement may not be amended, modified, supplemented or terminated except in a writing signed by all parties. Each party understands and agrees that no contract or agreement between the Company and you regarding a Transaction shall be deemed to exist unless a definitive written agreement has been executed and delivered to you and neither this agreement nor any of the disclosures, discussion and negotiations contemplated hereunder shall constitute any commitment by either party to enter into a Transaction. For the avoidance of doubt, the Company may at any time and in its sole discretion negotiate and/or enter into any financing or other transactions with any other party or parties, or take any steps it determines advisable regarding its business, notwithstanding any negotiations taking place between the parties and the Company reserves the right, in its sole discretion, to cease providing any Information or cease discussions at any time.
17. For the convenience of the parties hereto, any number of counterparts of this agreement may be executed by the parties hereto, each of which shall be an original instrument and all of which taken together shall constitute one and the same agreement. Delivery of a signed counterpart of this agreement by facsimile or pdf transmission shall constitute valid, sufficient delivery thereof.
18. The obligations and undertakings of you hereunder as to the Information shall become effective as of the date first written above (but shall apply to all Information, regardless of when received) and shall terminate on the twelve month anniversary of the date hereof, provided that the termination of these obligations and undertakings shall not relieve you from the consequences of any prior breach of this agreement.

If you agree with the foregoing, please sign and return a copy of this agreement, which will constitute our agreement with respect to the subject matter of this agreement.

Yours Truly,

**DECISIONONE CORPORATION (A NEW
BRUNSWICK CORPORATION)**

By: _____
Name: Jeffrey Varsalone
Title: Chief Restructuring Officer

CONFIRMED AND AGREED
As of the date first above written:



By: _____
Name:
Title: