

representatives and/or professional advisors, any and all of whom have themselves agreed to be bound by the terms of this Agreement.

3. The undersigned shall use its/his/her best efforts to preserve and safeguard the confidentiality of the Confidential Information.

4. The non-use and non-disclosure obligations of the undersigned pursuant to this Agreement shall become effective immediately upon the receipt of the Confidential Information by the undersigned, and shall continue until the completion of any transaction between the undersigned and the Receiver for the purchase and sale of the Assets. If such a transaction is not entered into or is entered into but not completed, then the non-use and non-disclosure obligations of the undersigned pursuant to this Agreement shall continue until such date as the Receiver may agree in writing.

5. This Agreement shall not apply to any part of the Confidential Information which:

- i) is or becomes generally available to the public other than as a result of disclosure in violation of this Agreement;
- ii) becomes available to the undersigned on a non-confidential basis from a source other than the Receiver or the Company, unless the undersigned knows that such source is prohibited from disclosing the Confidential Information to the undersigned by a contractual, fiduciary or other legal obligation; or
- iii) was demonstrably known to the undersigned on a non-confidential basis prior to its/his/her disclosure to the undersigned by the Receiver or the Company.

6. At the request of the Receiver, the undersigned will return to the Receiver or destroy all originals of the Confidential Information provided to the undersigned by the Receiver and any and all hard and electronic copies thereof made by the undersigned.

7. The undersigned hereby agrees to indemnify and hold the Receiver harmless from any and all actual losses, damages and expenses (including legal costs) which arise from any breach of this Agreement by the undersigned or his/her/its representatives.

8. The undersigned agrees that money damages would not be a sufficient remedy for breach of this Agreement, and that in addition to all other remedies available at law or in equity, the Receiver shall be entitled to seek equitable relief, including injunction and specific performance, without proof of actual damages.

9. Nothing in this Agreement shall preclude the undersigned from disclosing any of the Confidential Information if (and only to the extent that) such disclosure is required by any applicable law or by any order, decree or directive of any competent judicial, legislative or regulatory body or authority.

10. This Agreement shall be binding upon the undersigned and its/his/her directors, officers, employees, agents, successors, assigns, representatives, agents and principals.

11. This Agreement shall be governed by the laws of the Province of Ontario.

Name of Company

Per:

Name:

Title:

I have authority to bind the Corporation

Witness:

Name:

Name:

**A. FARBER & PARTNERS INC.
IN ITS CAPACITY AS INTERIM RECEIVER
OF ICW LOGISTICS SERVICES INC.**

Per: Hylton Levy, CA•CIRP