

November , 2007

Strictly Private and Confidential

[COMPANY NAME]
[ADDRESS]

Attention:

Dear Sirs:

CONFIDENTIALITY AGREEMENT – UNIVERSAL MOULD & DIE CO. LTD.

A. Farber & Partners Inc. (“**Farber**”) in its capacity as court-appointed Interim Receiver of the property, assets and undertakings of Universal Mould & Die Co. Ltd. (the “**Company**”), understands that you (the “**Prospective Offeror**”) may be interested in purchasing the assets and/or shares of the Company (the “**Transaction**”). The purpose of this letter is to set out the basis upon which we are prepared to provide you with access to information concerning the Company.

Confidentiality of Information Supplied

By signing and returning a copy of this letter, and in consideration of the supply of information as to the operations, assets and financial affairs of the Company (referred to collectively as the “**Confidential Information**”) furnished to the Prospective Offeror, including, but not limited to, (a) any information provided by Farber or the Company, whether provided before or after the date hereof, and whether or not specifically identified as confidential, including any information provided orally, in writing, in computer readable form or otherwise, (b) any information gathered by inspection, either by the Prospective Offeror or its officers, directors, agents, representatives (including lawyers, accountants, consultants and/or financial advisors), employees or others (collectively, the “**Representatives**”), (c) any analyses, compilations, studies, memoranda, notes or other documents, materials, computer data or writings provided by the Company or that you or your Representatives prepare that contain or otherwise reflect a review of any Confidential Information, and (d) any copies, extracts or reproductions, in whole or in part, of any of the foregoing, whether in writing or in computer readable or other form.

The term “Confidential Information” does not include information which was or becomes generally available to the public other than as a result of a disclosure by the Prospective Offeror or its Representatives. The Prospective Offeror agrees to respect and maintain in strict confidence all of the Confidential Information. The Confidential Information will be kept strictly confidential and shall not, without the prior written consent of Farber be disclosed by the Prospective Offeror, or by its Representatives, in any manner whatsoever, in whole or in part, and shall not be used by the Prospective Offeror, or by its Representatives other than in connection with the Prospective Offeror’s evaluation of the Transaction.

Undertaking

In consideration of the Confidential Information being made available to you, you hereby undertake that for a period of **two (2)** years from the date of your agreement hereto:

- a) access to the Confidential Information will be restricted solely to persons (the “**Involved Persons**”) who will directly participate in the internal consideration and review by the Prospective Offeror of the Transaction;
- b) you will use, and you will cause the Representatives to use the Confidential Information only for the purpose of evaluating the Transaction and considering the terms thereof, and you will not, and you will cause the Representatives to not disclose or use, except as provided herein, any Confidential Information;
- c) you will treat and safeguard as private and confidential all the Confidential Information received at any time from the Company using a standard of care no less than the degree of care that you would reasonably be expected to employ for your own similar confidential information, in any event, the Prospective Offeror agrees to be responsible for any breach of this Agreement by any of its Representatives.
- d) you will not, and you will ensure that your Representatives shall not at any time without the prior consent of Farber, discuss with the management, employees or shareholders of the Company or any other person, the Confidential Information or any matter in relation to the Company or the Transaction;
- e) you will not, and you will ensure that your Representatives shall not at any time without the prior written consent of Farber, directly or indirectly disclose or permit the disclosure to any person (other than those of your Representatives who need to know or see the same in the course of their duties and who are informed of the confidential nature of the same) that discussions are taking place in relation to the Transaction; and
- f) to the extent feasible, the Involved Persons will be individuals whose other responsibilities are not such that they might be motivated to make use of the Confidential Information for purposes not contemplated by this letter;
- g) upon termination of discussions between Farber and the Prospective Offeror, all of the Confidential Information, which at the sole discretion of Farber was provided to the Prospective Offeror, will be returned to Farber, with no copies being retained, no use shall be made thereof by the Prospective Offeror and, if so requested, a senior officer of the Prospective Offeror will provide us with a certificate that there has been compliance with this clause (g); and
- h) you will not, and you will ensure that your Representatives shall not at any time directly or indirectly without the prior written consent of Farber, solicit for employment any person who is currently employed by the Company nor directly or indirectly induce any such person or any contractor, supplier, customer or associate of the Company to sever their relationship with the Company nor use the Confidential Information to solicit the customers, suppliers or employees of the Company.

The Prospective Offeror shall be responsible for and shall indemnify and hold Farber harmless from any damages whatsoever arising out of any breach of this Agreement by the Prospective Offeror or its Representatives.

No Representation or Warranty

Neither Farber, nor any of its officers, directors, advisers, agents or employees make any representation or warranty (express or implied) or shall have any responsibility or liability whatsoever or howsoever arising in respect of any Confidential Information or any other information supplied to you hereunder or of the accuracy or completeness thereof or of any other matter concerning the Company or that such information will remain unchanged. In particular, but without prejudice to the generality of the foregoing, any projected results for future periods or management accounts which may be contained in the information which you will receive are for indicative purposes only and, while they may represent the current estimates of the management of the Company, neither Farber nor its officers, directors, advisers, agents or employees warrant, or in any way accept liability for, their accuracy. You must make your own independent assessment of the Company, and rely on your own judgment in reaching any conclusion.

No Offer or Obligation

You agree that any documents or information (whether confidential or otherwise) made available to you for the purpose of evaluating the Company do not and will not constitute an offer or invitation or form the basis of any contract and no interest, licence or any right in respect of the Confidential Information, other than expressly as set out herein, is granted to you. Nothing in this agreement or otherwise obligates Farber to make any Confidential Information or disclosure available to you and Farber shall be entitled at any time to decline to provide or to continue to provide any Confidential Information to you. No contract or agreement providing for your acquisition of assets of the Company shall be deemed to exist between you and Farber or the Company or the shareholders of the Company unless and until a definitive agreement has been executed and delivered by you and each of the other parties thereto. You also agree that unless a definitive agreement with respect to the acquisition of the assets of the Company has been executed and delivered, neither Farber nor the Company nor any of the Company's Representatives, shareholders, directors or affiliates has any legal obligation of any kind with respect to any such transaction by virtue of this Agreement or otherwise.

Farber is not under any obligation to reimburse any costs and expenses which you or your Representatives may incur in connection with the discussions relating to the Transaction or the review of Confidential Information save as may be expressly agreed in writing.

Entire Agreement and Severability

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter and cancels and supersedes any prior understandings and agreements between the parties hereto and no amendments hereto shall be valid unless it is in writing and signed by both parties. If any provision in this agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and shall enure to the benefit and be binding upon the respective successors and permitted assigns of the parties hereto.

Action Required

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter to Mr. Hylton Levy CA•CIRP at Fax No. **416-496-3839**, whereupon it will constitute your agreement with Farber in respect of the subject matter hereof.

Yours very truly,

**A. FARBER & PARTNERS INC.
IN ITS CAPACITY AS INTERIM RECEIVER OF
UNIVERSAL MOULD & DIE CO. LTD.**

Per: Hylton Levy, CA•CIRP

I/We agree to be bound by the above confidentiality undertaking

Signed: _____

[Name]

[Title]

The signatory hereby warranting his authority to enter into this agreement for and on behalf of **[COMPANY]**.

Date: _____, 2007