

**OLYMPIA ENGINEERING LIMITED, IN RECEIVERSHIP**

**CONFIDENTIAL INFORMATION MEMORANDUM**

**ACKNOWLEDGEMENT AND UNDERTAKING OF CONFIDENTIALITY**

**TO: BDO DUNWOODY LIMITED**  
**Receiver of the estate of Olympia Engineering Limited (“the Vendor”)**

**RE: Possible purchase of the property, assets and undertaking of Olympia Engineering Limited**

The undersigned hereby acknowledges having been advised that:

- i) It is the current intention of the Vendor to sell its right, title, and interest, if any, in the Assets;
- ii) Towards that end, the Vendor has in its possession certain information, documents, statements, and data relating to the business and Assets (collectively the “Information”) for the review and further investigation, where appropriate, of any person or corporation interested in purchasing the Assets; and
- iii) The Information is sensitive and confidential, and the disclosure thereof could adversely affect the value of Assets and the business of the Vendor and negatively affect the Vendor’s ability to dispose of the business and Assets for their fair market value.

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby undertakes and agrees as follows:

- i) To maintain the Information in the strictest of confidence and to carefully control the dissemination of the Information, including any documents or copies thereof contained in the Information;
- ii) Not to supply any documents or portions of documents included in the Information or any Information included therein or any information hereinafter obtained in the course hereof or with respect hereto to any person or corporation except as otherwise specifically provided for herein;
- iii) The Information is to be used by the undersigned, its affiliates, and its and their respective directors, officers, employees, accountants, solicitors, agents and

advisors and their respective representatives (collectively the "Representatives") only in connection with the consideration of a possible acquisition of the Assets;

- iv) To advise the Representatives of the confidential nature of the Information, and, acting reasonably, to provide to those Representatives to which or to whom the Information is provided a copy of the within Acknowledgment and Undertaking of Confidentiality, and to have such Representatives execute the same form of Acknowledgment and Undertaking of Confidentiality;
- v) In the event of the undersigned, or any of the Representatives, or any one to whom any of them furnish some or all of the Information, receives a request or demand to disclose all or any part of such Information under subpoena or court order or by a governmental body, the undersigned agrees to first notify the Vendor by delivering written notice to the Vendor's head office or legal representative so that the Vendor or its legal representative may seek an appropriate protective Order;
- vi) To the extent that the Information is publicly available by virtue of being made available other than through a confidentiality agreement to third parties bearing terms and conditions substantially the same as the within terms and conditions, made public by persons other than the Vendor, the undersigned or the Representatives, or has been obtained by the undersigned from sources other than the Vendor, the Information will not be considered confidential and this Agreement will not apply with respect thereto.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

OR

\_\_\_\_\_  
(Name of Person)

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Authorized Signing Officer  
Name:  
Title: