

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is made as of the ____ day of _____, 2012

BETWEEN:

ALVAREZ & MARSAL CANADA INC., in its capacity as court-appointed receiver-manager of Pakit Inc. (“**Pakit**”) and not in its personal capacity

(the “**Receiver**”)

PAKIT INTERNATIONAL TRADING COMPANY INC. (“**Pakit International**”)

PACKAGING INTERNATIONAL TECHNOLOGY SWEDEN AB (“**PIT**”)

AND:

(“**Potential Purchaser**”)

WHEREAS:

A. The Receiver is the court-appointed receiver-manager of Pakit pursuant to an Order of the Supreme Court of British Columbia pronounced February 2, 2012 (the “**Order**”); and

B. The Potential Purchaser is considering making an offer (the “**Offer**”) to the Receiver to purchase certain assets and property of Pakit, subject to conducting due diligence as a result of which certain confidential information of Pakit, Pakit International, PIT or any of its subsidiaries or related affiliates or entities (collectively, the “**Pakit Group**”), may be disclosed to Potential Purchaser.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree as follows:

1. In connection with the Offer, it is necessary and desirable for the Receiver, Pakit International and/or PIT to disclose to Potential Purchaser confidential information (the “**Confidential Information**”) concerning the business, financial affairs, plans and proprietary technology of the Pakit Group. Confidential Information will be provided through the Receiver only unless otherwise authorized in writing by the Receiver as an addendum to this agreement. The Confidential Information shall not include information which:

- a) is or becomes generally available to the public other than as a result of a disclosure by Potential Purchaser or its representatives in breach of this Agreement,
- b) becomes available to Potential Purchaser on a non-confidential basis from a source other than the Receiver, Pakit International or PIT or one of its agents who is not known to Potential Purchaser to be bound by any obligations of confidentiality to the Receiver; or
- c) was known to Potential Purchaser or was independently developed by Potential Purchaser prior to its disclosure to Potential Purchaser by the Receiver or Pakit, Pakit International or PIT or one of their respective agents;

2. Potential Purchaser shall not use the Confidential Information other than to the extent necessary to further ongoing negotiations and discussions with the Receiver and authorized representatives of the Pakit Group for the purposes of making an offer and further shall not, without prior written consent of the Receiver, disclose or communicate any Confidential Information to any other party other than its directors, officers, employees and professional advisors who have a need to know for the purpose aforesaid and who are bound by their relationship with Potential Purchaser to protect the confidentiality of such Confidential Information. Potential Purchaser may also provide access to the Confidential Information to other persons for the purpose of discussing or negotiating a proposed purchase of certain of the assets and property of Pakit provided such persons are informed in advance by Potential Purchaser of the confidential nature of the Confidential Information and who Potential Purchaser ensures in advance are under written obligations of confidentiality and restricted use which are equal to or greater than those set forth in this Agreement, and Potential Purchaser provides a copy of such written obligations to the Receiver.

3. All materials furnished to Potential Purchaser by the Receiver, Pakit International or PIT shall be and remain the property of the Receiver, Pakit International or PIT, respectively, and shall be returned to the Receiver, Pakit International or PIT promptly upon request together with all copies made thereof.

4. Potential Purchaser agrees that unauthorized disclosure or use of the Confidential Information of the Pakit Group by Potential Purchaser may cause irreparable harm and result in significant commercial damages to the Pakit Group, which may be difficult to ascertain. Therefore, Potential Purchaser agrees that the Receiver shall have the right to an immediate injunction enjoining any breach of this Agreement.

5. Potential Purchaser shall use its best efforts to keep confidential all Confidential Information that it receives, and it shall take all reasonable security precautions that a prudent owner would reasonably be expected to maintain the confidentiality of its own most confidential information, with respect to the Confidential Information of the Pakit Group.

6. Potential Purchaser shall immediately notify the Receiver on discovery of any unauthorized use or disclosure of Confidential Information. Potential Purchaser shall cooperate with Pakit in every reasonable way to prevent any further unauthorized use and disclosure.

7. If Potential Purchaser is required by law or judicial or administrative process to disclose any Confidential Information, Potential Purchaser shall first: (a) provide the Receiver with as much written notice as reasonably possible; and (b) cooperate with the Receiver in any application, proceeding or other action to obtain a protective order or other means of protecting the confidentiality of the Confidential Information.

8. Potential Purchaser may not assign the benefits of this Agreement without the prior written consent of the Receiver (which may be arbitrarily withheld).

9. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

10. This Agreement shall expire on the earlier of the date on which Potential Purchaser, or its subsidiaries or related affiliates or entities, enters into definitive documentation with respect to the purchase of certain assets and property of Pakit, in which case such documentation shall be controlling, or two years, with the exception of information which constitutes a trade secret, or any information related to the patents or intellectual property where the provisions of this Agreement will remain in place indefinitely.

11. Wherever the singular or the masculine is used throughout this Agreement the same shall be construed as meaning the plural or the feminine or the body corporate where the context or the parties so require, and when any party hereto comprises more than one person, such person shall be bound by the terms hereof both jointly and severally.

12. This Agreement, and any dispute arising from or in relation to this Agreement, shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

13. This Agreement may be signed by the parties hereto in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and such counterparts together will constitute one and the same instrument and the date of execution will be deemed to be dated as of the date and year first above written.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

ALVAREZ & MARSAL CANADA INC. in its capacity
as court-appointed receiver-manager of Pakit Inc. and
not in its personal capacity

Per:

Authorized Signatory

PAKIT INTERNATIONAL TRADING COMPANY INC.
The Business Centre, Upton, St. Michael,
BB 11103, Barbados

Per:

Authorized Signatory

PACKAGING INTERNATIONAL TECHNOLOGY SWEDEN AB
Kabelv. 17
602 10 Norrköping
SWEDEN

Per:

Authorized Signatory

POTENTIAL PURCHASER_____

Per:

Authorized Signatory

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