

NON-DISCLOSURE AGREEMENT WITH INDEPENDENT CONTAINER  
MANUFACTURERS ALLIANCE MEMBER COMPANIES

AGREEMENT made as of the 10<sup>th</sup> day of August, 2002 by and between the Independent Container Manufacturers Alliance (ICMA) an Illinois Corporation and «customer name», a \_\_\_\_\_ corporation («customer name» is hereinafter referred to as “Members”).

RECITALS

- A. ICMA is an alliance of independent container manufacturers for the purpose of providing members the ability to exchange ideas and improve the bottom line of their companies.
- B. ICMA is requesting information from members in order to negotiate with suppliers. This information is **voluntary**, and will be kept **confidential**.
- C. ICMA will request to visit members in order to gain information of production processes and needs. These visits are **voluntary**, and all information about the members’ facilities will be kept **confidential**.
- D. ICMA will hold meetings to discuss marketing strategies and production processes. These meetings are **voluntary**, and information obtained in these meetings will be kept **confidential**.

AGREEMENT

1. Non-Disclosure ICMA agrees that it will not disclose without the consent of members, any confidential information (as defined below) to any third party except as is necessary for the negotiation with suppliers. Confidential information includes all information concerning the plans of members for new products, the design of members’ products, the specifications for members’ products, the costs of members’ products, projections of future sales by members, history of members volume, correspondence and/or concepts developed, and/or disclosed by members for the purpose of supplying manufactured goods or component parts, excluding information that is already in the public domain..

2. Scope of Non-Disclosure The terms of this Agreement shall extend to ICMA and any person, firm, corporation, or other entity that directly or indirectly through one or more intermediaries’ control, is controlled by, or is under common control with ICMA, and any director, officer, employee, agent or advisor of ICMA. ICMA shall take reasonable steps to assure that the persons listed in the first sentence of this paragraph will comply with the obligations for non-disclosure set forth in paragraph 1.

3. Robinson-Patman Act There will be no discussions between members involving pricing.

4. Binding Effects This agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

5. Governing Law This agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement is declared void, or otherwise unenforceable, such provision shall be deemed to have been severed from this agreement, which shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has duly entered into this agreement, the day and year first written above.

Independent Container Manufacturers Alliance  
(Corey Fishman)

By: \_\_\_\_\_

Member

In signing this agreement, I certify that I am the lawful representative of the member, authorized to bind member hereto.

By: \_\_\_\_\_