



# Advanced Poly-Packaging, Inc.

1331 Emmitt Road • Akron, OH 44306 • 1-800-754-4403 • fax 330-785-4010 • www.advancedpoly.com

## NON-DISCLOSURE AGREEMENT

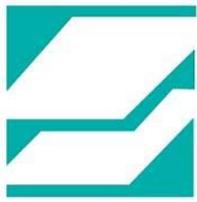
**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereafter referred to as COMPANY) a corporation having its principal office at \_\_\_\_\_ (city, state) and Advanced Poly-Packaging, Inc. (APP), a corporation having its principal office in Akron, Ohio, USA.

### WHEREAS:

1. COMPANY desires to receive Information which is Confidential from APP for the Purpose of Selling or Servicing Equipment which has been produced by Advanced Poly-Packaging, Inc.
2. Information includes, but is not limited to: pricing, discoveries, ideas, concepts, know-how, techniques, methods, designs, specifications, quotes, price lists, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, PLC programs, HMI program, disks, diskettes, tapes, and other technical or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms.

### COMPANY AGREES AS FOLLOWS:

1. COMPANY shall use commercially reasonable efforts to keep all Information received from APP and designated by APP as confidential and shall not disclose it to third parties without the prior written consent of APP.
2. Information shall not be used by COMPANY for any purpose other than the Purpose set forth without the prior written consent of APP. Information for any other use beyond the Purpose shall require a separate written agreement between the parties.
3. COMPANY shall restrict access to Information received from the other party to only those of its employees to whom such access is reasonably necessary or appropriate for carrying out the Purpose. Upon request, each party agrees to obtain Non-Disclosure Agreements similar in form to this agreement from such individuals prior to disclosing Information to the individuals.
4. COMPANY agrees to exercise at least the same degree of care in protecting Information from such disclosure as it exercises in respect of its own confidential information and business secrets.
5. The foregoing obligations shall not apply to any Information which:
  - (a) is, generally known to the public at the time of disclosure or later becomes so generally known through no fault of COMPANY;
  - (b) was known to COMPANY prior to disclosure by APP as proven by the contemporaneous written records of COMPANY;
  - (c) is disclosed to COMPANY by another party who did not obtain such Information, directly or indirectly, from APP subject to any confidentiality obligation;



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(d) is at any time independently developed by COMPANY as proven by its contemporaneous written records; or

(e) is required by law, court order or a governmental agency to be disclosed (in which case COMPANY will give APP as much notice thereof as reasonably practicable and disclosure will be done only to the extent required, and subject to confidentiality protection to the extent reasonably possible).

6. The parties recognize that each of them may be part of an organization of multiple legal entities in several jurisdictions and that it may be necessary or appropriate for each party to provide Information to its affiliated companies. For this purpose, each party agrees (both as APP and as COMPANY hereunder) that:

(a) COMPANY may disclose Information to an Affiliate (defined below) but only to the extent that such Affiliate has a need to know such Information in order to carry out the Purpose;

(b) disclosure by or to an Affiliate of a party hereto shall be deemed to be a disclosure by or to that party, as applicable; and

(c) each party guarantees the observance and proper performance by all of its Affiliates of the terms and conditions of this Agreement.

For the purpose of this paragraph 6, an "Affiliate" means another entity which is controlled by a party hereto, which controls a party hereto or which is under common control with a party hereto and "control" means the direct or indirect ownership of more than 50% of the shares or interests entitled to vote for the directors thereof or the equivalent, for so long as such entitlement subsists, or equivalent power over management thereof.

7. The obligations set forth in this Non-Disclosure Agreement shall survive the termination or expiration of this Agreement for any reason.

8. Information shall be deemed the property of APP, and COMPANY will, upon receipt of a written request from APP, return all Information received in tangible form to APP or destroy all such Information and all copies thereof or documents containing Information.

9. COMPANY acknowledges that APP makes no representation or warranty as to the reliability, accuracy or completeness of Information. It is agreed that neither party, nor any of its respective officers, directors, employees, or agents shall have any liability to the other party or any of its representatives arising from the use of Information in accordance with this Agreement.

10. COMPANY further acknowledges that, except for this Non-Disclosure Agreement, neither party shall be committed to the other party in any way unless and until a further formal agreement is duly executed and delivered and that neither party is obligated in any way to enter into any such agreement.

11. COMPANY agrees not to make, issue, or release any public announcement, statement, or acknowledgment of the existence of this Non-Disclosure Agreement, the discussions between the parties or any evaluation being undertaken by either party without the prior written consent of APP, except as may be required by law.

12. COMPANY acknowledges that the breach or threatened breach of this Non-Disclosure Agreement may result in irreparable injury to APP and that, in addition to its other remedies, APP shall be entitled to injunctive relief to restrain any threatened or continued breach of this Non-Disclosure Agreement. COMPANY hereby



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waives any requirement for the posting of a bond or other security in connection with the granting to APP of such injunctive relief.

13. No failure or delay of either party in exercising its rights herein shall be deemed to be a waiver of such rights unless expressly made in writing by the party waiving its rights. This Non-Disclosure Agreement contains the entire understanding between the parties in respect of the subject matter described above and this Non-Disclosure Agreement may not be terminated, modified, amended or waived orally but only through a writing signed by an authorized representative of the party against whom it is sought to be enforced. There are no representations or warranties except as expressly stated herein. COMPANY shall not assign or transfer to any third party, without the prior written consent of APP, this Non-Disclosure Agreement.

14. Any notice given to a party shall be deemed properly given if specifically acknowledged by the other party in writing or when delivered to the recipient by certified or registered mail to the following addresses:

(a) if to APP, to: 1331 Emmitt Road, Akron, OH 44306 USA

(b) if to COMPANY, to: \_\_\_\_\_

or to such other address or addresses as a Party shall designate by notice given in such manner to the other Party.

15. This Non-Disclosure Agreement is governed and interpreted in accordance with the laws of the state of Ohio, without regard to its conflict of laws principles, as if wholly performed therein. This Non-Disclosure Agreement may be executed by facsimile or in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall be considered one document.

This Non-Disclosure Agreement has been signed by the duly authorized representatives of each party.

For: COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date