



NON-MEMBER CONFIDENTIALITY AGREEMENT

PREFACE: Tarnell Company, LLC was established in 1947 in response to a need expressed by every plastics material supplier for a prompt, professional, industry-specific alternative to the then-available credit information sources and services. At that time, all Tarnell members provided complete access to their credit files, enabling us to establish accurate, non-biased Purchasing & Paying Records and Tarnell Resumes on every plastic processor. Our index has been kept accurate and timely only with continued diligence, and every member's rigid respect for the compliance requirements of data submittal, cooperation and confidentiality.

CONFIDENTIALITY & SECURITY

Tarnell Company, LLC collects many types of information about specific plastic resin buyers, including specific customer information about the buyers from our members, the buyers' supplier. We commit to customers that any information provided will be held securely and confidentially. Data provided will be used without identification and solely in the preparation and analysis of our various reports and publications, and support services.

1. Information of any sort, whether oral, written, or electronic, communicated from Tarnell Company, LLC to anyone in the full employ of a customer company is strictly private and confidential.
2. Customers are expressly prohibited from reproducing, duplicating, or verbally communicating or otherwise supplying the information in whole or in part to anyone not in the full direct employ of the member firm unless required by law, or unless the customer first obtains Tarnell Company, LLC written consent; except that the customer may reveal to the subject of the information that Tarnell Company, LLC is a source of information about the subject and refer the subject to Tarnell Company, LLC for the purpose of obtaining a copy of the information Tarnell Company, LLC is providing regarding the subject and reviewing same.
3. It is expressly understood that the customer shall neither request information for the use of others, nor permit requests to be made under this agreement by others. Neither may the information be used by the customer in connection with providing advice or recommendations to others, it being understood that the information is only for the customer's internal use. Without limiting the foregoing, none of the information furnished hereunder may be used to create the whole or any part of any mailing list, telemarketing list, or other marketing or research aid or other data compilation which is to be sold or otherwise provided to any third party. This prohibition includes, but is not limited to, dealers, sales representatives, distributors, jobbers, brokers, associations and their members, and non-profit organizations.
4. The customer acknowledges that Tarnell Company, LLC does not, and could not for the fees charged hereunder, guarantee or warrant correctness, completeness, currency, merchantability or fitness for a particular purpose of the information. Such information usually is not the product of an independent investigation prompted by each customer inquiry but is updated and revised on a periodic basis. The customer also acknowledges that every business decision, to some degree or another, represents the assumption of risk and that Tarnell Company, LLC in furnishing information, does not and cannot underwrite or assume the customer's risk, in any manner whatsoever. The customer therefore agrees that Tarnell Company, LLC shall not be liable to the customer for any loss or injury arising out of, or caused, in whole or in part, by Tarnell Company, LLC's negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering information.

5. Tarnell agrees that neither they nor their agents will knowingly solicit, interview, or consider for employment any employee of the customer. Likewise, the customer agrees that it or its agents will not knowingly solicit, interview, or consider for employment any employee of Tarnell.

CUSTOMER CONTRIBUTIONS & COMPLIANCE

6. Tarnell Company, LLC gathers information from a variety of sources including its member and non-member customers. In support of Tarnell's plastics focus and commitment to accuracy, all customers are expected to participate in the sharing of information with the Tarnell Company, LLC. Customers that fully provide Tarnell Company, LLC, to the best of their abilities, with current, complete and accurate accounts receivable and ledger data on all Tarnell covered accounts when and as requested are considered and benefit as *Members*. **Customers that provide no data may buy reports at Tarnell discretion at premium rates determined by Tarnell.**
7. **Electronic Data Submittal:** (if applicable) Customers are encouraged to provide accounts receivable information to Tarnell Company, LLC via electronic media. The customer agrees to provide this information in a format that is acceptable to Tarnell Company, LLC, and in accordance to a schedule as defined by Tarnell Company, LLC. Electronic data suppliers are required to respond to periodic requests for account receivable information, whether e-mailed, written, faxed, or verbally requested, for the purpose of verification, clarification or updating of an individual account. Such requests are to be completed in a timely manner.
8. **Manual Data Submittal:** (if applicable) A monthly list of subject accounts will be sent to the customer who is incapable of electronic AR submittal. At the initiation of our contract and at various periods during the contract year these customers will provide a list of accounts so that Tarnell can "customize" and thus optimize that customer's monthly list. Member agrees to check the names on that list to their ledgers and fill in, or otherwise provide us with ledger experiences and other data requested, on every account which has owed their companies within one year of the date of that list. The list will be **promptly** returned in the postage-paid envelope provided, in no more than three weeks from the date on the list. All customers are required to respond to periodic requests for account receivable information, whether e-mailed, faxed, or verbally requested, for the purpose of verification or updating of an individual account. *Such requests will be reasonable and need to be returned in a timely manner.*

TERMS OF AGREEMENT

9. With your acknowledgment, understanding, and diligent compliance to this confidentiality agreement, Tarnell will provide your company web access to our database with which one or more portfolios can be set up at the price(s) reflected on the special proposal. Reports may be ordered upon access.
10. This agreement is not binding upon Tarnell Company, LLC until accepted by it. Tarnell Company, LLC may terminate this agreement at any time and without prior notice in the event of a breach thereof by the customer, and otherwise upon thirty days written notice, in which latter event Tarnell Company, LLC shall refund the unused balance of the amount paid by the customer under this agreement.
11. Credit card is required for acceptance of this agreement. Portfolio costs are due prior to activation, with reports billed to credit card quarterly.
12. Customer may elect to convert to a pre-paid report purchasing program to receive a volume discount at any time.

13. If during the term of this agreement, the customer uses more reports than it has contracted for at a discounted rate, and does not enter into a renewal for the succeeding year, then the customer agrees to pay for the excess reports, on demand and at the applicable volume discount rate, corresponding to the current rate schedule.
14. If the customer uses fewer reports during the term of this agreement than it has contracted for, Tarnell Company, LLC will afford the customer, for its use during the new contract period, the number of reports purchased for use during the new contract period plus the number of reports determined by A or B below.
 - A. For clients renewing at a level equal to or higher than the previous year's contract, a 100% price adjusted carry forward of reports will be allowed for the new contract period.
 - B. Clients renewing at levels lower than the previous year's contract will receive a 10% price adjusted carry forward of reports for the new contract period.
15. The customer understands that Tarnell Company, LLC is not obligated to give any cash refund for unused reports.
16. **Cumulative discount pricing is afforded only to members complying with our data submission requirements.** If, during the contract period, the customer fails to provide data as agreed, Tarnell Company, LLC will advise the client that it is not in compliance with this agreement. Tarnell Company, LLC reserves the right to charge the client for all reports ordered during the period of non-compliance at rates not to exceed the then current "premium price per report." **Customer may convert to membership at any point during the contract period to receive applicable report and data discounts.**

CUSTOMER AGREEMENT & ACKNOWLEDGMENT

We have reviewed, understand, and agree to comply with the above listed **Provisions of Confidentiality**. We accept all provisions of this document, and all conditions referenced in paragraphs 1 (one) through 16 (sixteen) for the contract period beginning (*please enter desired one-year contract start date*):

Company:

By: _____

Title: _____

Date: _____

Please Sign, Date and Return all pages Via Email or Fax to 401-421-9127

