# Re: Confidentiality Agreement

In connection with your consideration of a potential sale-leaseback or similar transaction (hereinafter “consulting services”) with EasyPak, LLC (herein, the “Company”) you have received and/or will receive certain confidential and other information concerning the Company.

As a condition to your being furnished with such information, you agree to treat any information concerning the Company, which is furnished to you by or on behalf of the Company, whether furnished before or after the date of this letter, together with any and all analyses, compilations, studies or other documents prepared by you or any of your directors, officers, employees, agents, advisors, attorneys, accountants, consultants or representatives (collectively, “Representatives”) that contain or otherwise reflect such information (hereinafter collectively referred to as the “Evaluation Material”), in accordance with the provisions of this agreement. The term “Evaluation Material” does not include information which (a) was or becomes generally available to the public other than as a result of a disclosure by you or your Representatives, or (b) becomes available to you on a non-confidential basis from a source other than the Company or their respective Representatives , provided that such source is not known by you to be bound by a confidentiality agreement with the Company, or otherwise prohibited from disclosing the information to you by a contractual, legal or fiduciary obligation.

You hereby agree that the Evaluation Material will be used solely for the purpose of your consideration of the Potential Transaction, and that such information will be kept confidential by you and your Representatives, except to the extent that disclosure of such information (a) has been consented to in writing by the applicable Company, (b) is required by law, regulation, supervisory authority or other applicable judicial or governmental order, subject to the other requirements in this agreement, or (c) is made to your Representatives who need to know such information for the purpose of evaluating the Potential Transaction (it being understood that such Representatives shall be informed by you of the confidential nature of the Evaluation Material, and shall agree to be bound by the terms of this agreement). In any event, you shall be responsible for any breach of this agreement by any of your Representatives, and you agree, at your sole expense, to take all reasonably necessary measures to prevent your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material.

In addition, without the prior written consent of the Company, you will not, and will direct your Representatives not to, disclose to any person that (a) the Evaluation Material has been made available to you or your Representatives, (b) the purpose and extent of your work, or (c) any terms, conditions or other facts with respect to the Potential Transaction.

In the event that you or any of your Representatives are requested or required by judicial, legislative or regulatory process to disclose any Evaluation Material, you will provide the Company with prompt written notice of any such request or requirement and the circumstances surrounding such request or requirement so that the Company may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the terms of this agreement. In the event that such protective order or other remedy is not obtained, or that the applicable Company waives compliance with the terms hereof, you may disclose only that portion of the Evaluation Material which is legally required, and you will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such Evaluation Material. You and your Representatives will not oppose any action by the Company (and will, if and to the extent requested by the Company, cooperate with and assist the Company in any such action) to obtain a protective order or other appropriate remedy or other reliable assurance that confidential treatment will be accorded the Evaluation Material.

It is understood and agreed that the Company would be irreparably and immediately harmed by a breach of this agreement and that money damages would not be a sufficient remedy for any such breach of this agreement, and that the Company shall be entitled to seek specific performance and injunctive or other equitable

relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this agreement, but shall be in addition to all other remedies available at law or equity to the Company.

All communications and all requests for additional information concerning the Company will be submitted or directed solely to the Company. You understand and acknowledge that neither the Company nor its affiliates shall be deemed to make any representations or warranties, express or implied, as to the accuracy or completeness of the Evaluation Material, and neither the Company nor its affiliates shall have any liability to you or any of your Representatives resulting from the use thereof.

All Evaluation Material disclosed by the Company shall be and shall remain the property of the Company. Within five days after being so requested by the Company, except to the extent you are advised by legal counsel that complying with such request would be prohibited by law, you will return or destroy all Evaluation Material furnished to you by or on behalf of the Company, including all memoranda, notes, excerpts and other writings or recordings whatsoever prepared by you or your Representatives based upon, containing or otherwise reflecting any Evaluation Material. Any destruction of materials shall be confirmed by you in writing. Any Evaluation Material that is not returned or destroyed, including any oral Evaluation Material, shall remain confidential, subject to the terms of this agreement.

Nothing herein shall be deemed to require any party to enter into, or negotiate with respect to, any advisory or other agreement.

This agreement binds the parties only with respect to the matters expressly set forth herein.

This agreement shall be governed by the internal laws of the State of Delaware, without regard to conflict of laws principles. Any action based on or arising out of this agreement, shall be brought and maintained exclusively in any court of the State of Delaware or any federal court of the United States, in each case located in the State of Delaware. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.

This agreement may not be amended other than by a written instrument signed by the parties hereto. No failure or delay by the Company in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this agreement, which shall remain in full force and effect. This agreement contains the entire understanding relative to the protection of Evaluation Material and supersedes all prior collateral communications, if any, between you and the Company regarding the Evaluation Material or other such information.

You may not assign, transfer or delegate any of its rights hereunder (including, without limitation, interests or claims relating to this agreement) without the prior written consent of the Company.

This agreement shall inure to the benefit of, and be enforceable by the Company and its successors and assigns, including any successor to substantially all of a Company's assets or business, whether by merger, combination, consolidation, purchase of assets, purchase of stock or otherwise.

Your obligations under this agreement shall remain in effect for a period of two years from the date of disclosure with respect to any Evaluation Material, unless and until this agreement is terminated by the Company

or is superseded by another agreement between you and the Company that concerns your use of the Evaluation Material.

This agreement may be executed in counterparts. Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this letter.

Very truly yours,

# EasyPak, LLC



24 Jytek Drive, Leominster, MA 01453

By: Dennis Dunegan

Title: Vice President & Secretary Date:

Accepted and agreed to:

# Company Name:

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By:

Title:

Date: