



# REQUEST FOR ICO'S CLIENT LIST

## INSTRUCTIONS

Complete this form to request an ICO client list.

A fee of **50\$** is required when requesting ICO's client list and must be paid at the time of the request.

No list will be sent until paid in full.

ICO client list contains:

- ICO certified operation name
- ICO certified operator's name
- Contact information
- Type(s) of operation
- Products produced
- Effective date of the certification (1<sup>st</sup> date of certification with ICO)

Note that all persons having access to or knowledge about applicants' or certified operations' files must:

- o Sign the ICO Confidentiality Agreement and pay all fees prior to having access to files.
- o Not use the list and/or the information contained therein for the purpose of sale, resale, advertising or soliciting clients for certification.
- o Not disclose any information contained in the ICO files regarding any applicant, operation, contractor or employee to anyone outside of ICO with the exception of the reasons explained in the confidentiality statement.

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I02 (v4) (f)	12/15/11



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## CONFIDENTIALITY AGREEMENT FOR ICO

WHEREAS, I have requested access to information contained in the ICO files,

WHEREAS, by reason of my having access, I may have access to confidential information concerning persons seeking or granted certification; and

WHEREAS, a condition of my agreement with ICO, requires that I agree not to misappropriate or disclose confidential information of such persons;

NOW, THEREFORE, in consideration of my agreement with ICO, the sufficiency of which is hereby acknowledged, I agree to maintain strict confidentiality concerning the ICO files for which I am granted access:

1. Confidential Information: I will not, during or after my relationship with ICO, use for myself or others or divulge or convey to others any confidential information, knowledge or data furnished by ICO and obtained by me during my relationship with ICO.

This agreement excludes:

- (a) Information already possessed by me in written form prior to reviewing the requested information,
- (b) Information independently developed by a person or persons employed by me or my employer,
- (c) Information which the client makes available to the public through proper means or otherwise ceases to be treated as confidential,
- (d) Information supplied by another party not subject to an obligation of confidentiality.

As used herein, "Confidential Information" means, any confidential information, knowledge, and/or data, including but not limited to names, addresses, phone/fax numbers, email addresses and/or any other material from ICO's clients' files.

2. Return of Property: Upon termination of my relationship with ICO or any other time at ICO's request, I will deliver all materials which contain Confidential Information, and all copies thereof, obtained by me during my relationship with ICO which are in my possession or under my control.

3. Use of Agreement: Remedies: ICO may use this Agreement for any lawful purpose including notifying anyone employing me of the existence and provisions hereof. In the event of breach of this Agreement, ICO shall be entitled to all rights and remedies available at law and in equity, including but not limited to the rights and remedies provided by the Indiana Uniform Trade Secrets Act, Ind. Code 24-2-3-1 to -8.

4. Separate Provisions: The invalidity or unenforceability of any provision of this Agreement, as applied to a particular occurrence or circumstance or otherwise, will not affect the validity, enforceability or applicability of any other provision of this Agreement or in any other occurrence or circumstance.

5. Complete Agreement Amendment: This Agreement is voluntarily entered into, and may not be changed in whole or in part, except in writing by an authorized representative of ICO or his/her delegate and me. No waiver shall be binding unless executed in writing by the parties making the waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.

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6. Two Party Agreement: Nothing contained herein shall be deemed or construed to create an obligation on the part of ICO to any third party nor shall any third party have a right to enforce as against ICO any rights which the Applicant may have under this Agreement.

7. Governing Law: Attorney Fees: The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of Indiana. In the event that suit is brought by either party under the provisions of this Agreement, venue for suit shall lie exclusively in the Marion Circuit Court or Marion Superior Courts, of Marion County, Indiana. The prevailing party in suit brought under this Agreement shall recover reasonable attorney's fees.

8. Binding Nature: This Agreement shall bind and inure to the benefit of the parties, their heirs, executors, administrators, successors, and assigns.

9. Date of Execution: Notwithstanding differing dates of execution hereof, this Agreement shall be deemed to have been made and entered into as of the date indicated immediately below.

10. Captions: The captions contained in this Agreement are solely for the convenience of the reader and shall not be used in any manner to construe or limit this Agreement.

### PLEASE COMPLETE THE FOLLOWING AND RETURN TO ICO

**DATE:**

**SUBMITTOR** (Please print name):

**PHONE:**

**FAX:**

**EMAIL ADDRESS:**

**REASON/S FOR REQUEST:** (attach pages as necessary)

**SIGNATURE OF SUBMITTOR:**

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