

## NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (the "Agreement"), is made and entered into by and between \_\_\_\_\_ (herein referred to as "Contact") and SoyMor, a Minnesota cooperative (herein referred to as "SoyMor").

### RECITALS

A. SoyMor owns certain Confidential Information relating to its biodiesel business in Albert Lea, Minnesota.

B. Contact wishes to evaluate purchasing capital stock from one or more of SoyMor's members and becoming a member of SoyMor, which evaluation will require the disclosure of certain Confidential Information that is deemed to be proprietary and confidential to SoyMor.

C. SoyMor desires to protect its confidential information against any unauthorized use and any unauthorized or uncontrolled disclosure.

Now, therefore, the parties agree as follows:

1. "Confidential Information" means information not generally known to third parties and which is proprietary to SoyMor including information about SoyMor's biodiesel or other business interests in Albert Lea, Minnesota and financial information about SoyMor's operations. All information of SoyMor that is disclosed to Contact or to which Contact obtains access, whether originated by Contact or by the discloser or others, shall be presumed to be Confidential Information.
2. Contact will not, during the period of evaluation or anytime thereafter, use or disclose any Confidential Information of SoyMor other than for purposes of Contact's evaluation of becoming a member of SoyMor and purchasing SoyMor capital stock as may be authorized in writing by SoyMor. Contact agrees that Contact is not authorized to use and may not use any Confidential Information for the purpose of evaluating an acquisition of SoyMor or the acquisition of capital stock of SoyMor.
3. Contact agrees that any dissemination of Confidential Information to his attorneys, his advisors or other agents shall be only for the limited purpose of Contact's evaluation. Contact further agrees that he will disclose Confidential Information of SoyMor only to such of his agents who have a need to know said Confidential Information in order to assist Contact evaluate the purchase of SoyMor stock, and only then to such agents who have been advised of the confidential nature of such information and who have agreed to the same obligation of secrecy and limited use.
4. None of the stipulations contained herein shall be understood or construed as granting Contact a license or any other right to exploit the Confidential Information of SoyMor. Contact shall not claim a patent or proprietary right based upon the providing of the Confidential Information and shall prohibit, and shall defend and indemnify SoyMor from, any such claims from Contact's agents or others who may receive the Confidential Information from or through Contact.
5. This Agreement does not constitute or create any obligation on the part of SoyMor to provide any Confidential Information or other information, but merely defines the duties and obligations of Contact and its agents and representatives with respect to the Confidential Information to the extent it may be disclosed or made available. Under no circumstances is SoyMor obligated to disclose or make available any information, including Confidential Information, the disclosure of

which is in SoyMor's sole and absolute discretion. Contact understands and acknowledges that SoyMor is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or other information provided. Contact further understands and acknowledges that Contact must make its own determination as to the value of SoyMor stock, that SoyMor makes no representation or warranty to Contact regarding the fairness or adequacy of the purchase price of any SoyMor capital stock that Contact may purchase, and that the negotiation and agreement to purchase stock will be made solely by Contact without the assistance or involvement of SoyMor.

6. Within ninety (90) days of the date any Confidential Information is provided Contact, all Confidential Information, including all copies or specimens thereof in Contact's possession, whether prepared by Contact or others, shall be returned to SoyMor, unless Contact becomes a member of SoyMor before the expiration of such 90-day period.
7. The obligations of Contact provided for herein with respect to the Confidential Information do not apply to information which:
  - (a) is or becomes part of the public domain through no act or omission of Contact or his employees or agents;
  - (b) can be shown to be already possessed by Contact as of the date of disclosure;
  - (c) can be shown to be independently developed by Contact through the efforts of his agents who have not had access to the Confidential Information;
  - (d) shall be made available to Contact on a nonconfidential basis by a third party having a right to do so; or
  - (e) is disclosed by order of a court of competent jurisdiction, but only if Contact uses his best efforts to limit such disclosure and to obtain confidential treatment or a protective order and has given SoyMor reasonable notice and opportunity to participate in the proceeding.
8. The termination of Contact's evaluation shall not relieve Contact or its agents of the obligation of nondisclosure and nonuse or obligation to return certain materials.
9. The parties agree that money damages would not be a sufficient remedy for any breach of this Agreement and SoyMor shall be entitled to enforce this Agreement by injunctive and other available relief, including without limitation specific performance. SoyMor shall be entitled to recover its reasonable attorneys fees and costs incurred to enforce this Agreement.
10. This Agreement sets forth the entire understanding of the parties hereto with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings of the parties, whether written or oral, with respect to the subject matter hereof. The parties may amend, modify or supplement this Agreement in such manner as they may agree upon in writing by both of the parties.
11. This Agreement will be construed and interpreted under the substantive laws of the State of Minnesota, without regard to the choice of law provisions of any jurisdiction. This Agreement may be enforced in the state courts of the State of Minnesota and the federal courts of the United States sitting in Minnesota, as well as any other court of appropriate jurisdiction.

12. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired by such holding.
13. This Agreement shall be binding upon the parties hereto and their successors and assigns.
14. No failure or delay by any party hereto in exercising any right, power, privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto and shall be effective when fully executed by the parties hereto as of the date on which Contact executes this Agreement.

**SOYMOR**

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

**CONTACT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email and Phone Number