

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made as of [\_\_\_\_\_] by and between Badgersett Research Corporation ("Badgersett"), and [\_\_\_\_\_] ("Recipient").

WHEREAS, Badgersett and Recipient desire to convey information as a part of a consulting relationship or the Recipient's attendance of a course; and

WHEREAS, in connection with the consulting relationship or course, Badgersett may disclose or has already disclosed to Recipient certain confidential information which Badgersett desires Recipient to treat as confidential.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) "Confidential Information" shall mean all information Recipient acquires from Badgersett in the course of the consulting relationship or course (whether before or after the date of this Agreement) that is marked as "confidential" or that is reasonably understood to be the confidential information of Badgersett. Confidential Information shall include information that is embodied in written, electronic, oral, material or other form or that is conveyed through demonstration. Confidential Information shall further include, but shall not be limited to, (i) all product or service descriptions, product documentation, business plans, customer and supplier lists, bids, proposals, financial and pricing information, manuals, handbooks and audio or visual recordings developed by Badgersett or any of Badgersett's Representatives and (ii) all trade secrets, know-how, proprietary methods, techniques, policies, strategies and procedures utilized by Badgersett. Confidential Information shall not include information that (i) was in the public domain before disclosure to Recipient or that becomes part of the public domain after disclosure to Recipient through no action or fault of Recipient or any of its affiliates or Representatives, (ii) Recipient can demonstrate was in Recipient's possession before disclosure to Recipient by Badgersett, (iii) was received by Recipient from a third party having a legal right to transmit such information, (iv) was independently developed by Recipient without use of Badgersett's Confidential Information or (v) was generally disclosed by Badgersett to third parties without similar obligations of confidentiality.

(b) "Representatives" shall mean the officers, directors, employees, agents and advisors of a party.

2. Obligations of Confidentiality, Nondisclosure and Nonuse. Except for disclosure to its Representatives under the conditions noted below, Recipient (i) shall at all times keep Badgersett's Confidential Information strictly confidential and shall not disclose, furnish, or make accessible Badgersett's Confidential Information to any third party, (ii) shall not use Badgersett's Confidential Information for the benefit of any third party and (iii) shall use Badgersett's Confidential Information solely and exclusively for the purpose of carrying out the Discussions, or in the operation of the Recipient's farm, provided that the gross benefit resulting

from Recipient's use of Badgersett's Confidential Information is less than twenty thousand dollars (\$20,000) per year, whether in cash, currency equivalents, or in kind. Recipient may disclose Badgersett's Confidential Information only to Recipient's Representatives who have a need to know such information in connection with the Discussions or operation of the Recipient's farm. Recipient shall maintain records of the persons to whom Confidential Information has been disclosed and shall direct its Representatives to treat such Confidential Information in accordance with this Agreement and to exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them. Recipient shall be responsible for any breaches by such Representatives of this Agreement. Recipient shall, at Badgersett's request, cause all of its Representatives to cooperate fully with Badgersett in any legal action taken by Badgersett to protect Badgersett's rights in its Confidential Information.

3. Compelled Disclosure. If Recipient or any of its Representatives is required by law or legal process to disclose any of Badgersett's Confidential Information, and Recipient or its Representatives are advised by counsel that it or they must disclose such Confidential Information, the person required to disclose such Confidential Information shall provide Badgersett with prompt oral and written notice so that Badgersett may seek a protective order or other appropriate remedy. Recipient agrees that it will, and it will cause its Representatives to, reasonably cooperate with Badgersett in its efforts to obtain such remedies. In the event that such a protective order or other remedy is not promptly obtained, Recipient or any Representative to whom Recipient transmits the Confidential Information shall furnish only that portion of Badgersett's Confidential Information which in the opinion of such person's counsel is legally required.

4. Return of Confidential Information. Whenever requested by Badgersett, Recipient shall immediately return to Badgersett all Confidential Information in tangible form acquired by Recipient in connection with the Discussions or shall certify in writing that all such Confidential Information has been destroyed.

5. Disclaimer of Other Relationships. This Agreement shall not obligate Badgersett to disclose any information, constitute a license or other right to use or exploit any Confidential Information or commit any party to enter into any further agreements with any other party. This Agreement shall not create a relationship of employment, agency, partnership, joint venture, or license between the parties.

6. No Warranty. All Confidential Information disclosed hereunder is disclosed on an "AS IS" basis with no warranties, express or implied, of any kind. Recipient agrees, on behalf of itself and its Representatives, that Badgersett and its Representatives shall not have any liability relating to or resulting from the use of the Confidential Information, or any error therein or omission therefrom, except in accordance with representations or warranties contained in definitive documentation executed and delivered by the parties as a result of the Discussions.

7. Ownership. All Confidential Information, including, without limitation, all copies, extracts and portions thereof, is and shall remain the sole property of Badgersett.

8. Remedies. Recipient recognizes and agrees that Badgersett may suffer irreparable damage as a result of any breach by Recipient of this Agreement. Recipient therefore agrees that if Badgersett is injured by a breach or a threatened breach of this Agreement, in addition to any other legal or equitable remedies available, Badgersett shall have the remedy of a restraining order or other appropriate equitable relief to enforce this Agreement in addition to all other remedies provided by law. Recipient agrees to waive, and to use its best efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

9. Waiver. No failure or delay by either party in exercising any right, power or 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 other right, power or privilege hereunder. None of the provisions of this Agreement shall be considered waived by a party hereto unless such waiver is given in writing to the other party.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota, USA without giving effect to the principles of conflicts of laws thereof.

11. Complete Agreement; Severability. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings and agreements relating thereto. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one Agreement. A facsimile signature will be considered an original signature.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**BADGERSETT RESEARCH CORPORATION**

**RECIPIENT**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_