

# Non-Disclosure Agreement

PNW VEG CO, LLC DBA NORPAC (“NORPAC”) is providing the Recipient \_\_\_\_\_ certain proprietary or confidential information regarding NORPAC, its affiliates, subsidiaries, as well as certain information relating to its prospects, customers, properties or operations (including, without limitation, information about non-public activities, plans, strategies, forecasts, finances, product, suppliers, customers, third party audits, safety practices, licenses, or proprietary rights).

Any such information, whether disclosed in writing or orally and whether furnished prior to or subsequent to the date hereof, together with analyses, compilations, studies or other documents prepared by the Recipient or its attorneys, accountants and financial advisors which contains or reflects such information or review thereof (in any form whatsoever, written, electronic or otherwise) is hereafter referred to as the “Confidential Information”.

“Confidential Information” does not include information Recipient can demonstrate that (a) was in Recipient’s possession before being provided by NORPAC under the terms of this Agreement, provided that the source of that information was not bound by a confidentiality agreement with NORPAC; (b) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known to the public; and (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to NORPAC (d) information which is independently developed by the Recipient without reliance on the Confidential Information.

This agreement memorializes that NORPAC is willing to make disclosure of the Confidential Information to Recipient only on the following basis:

1. The Recipient shall hold the Confidential Information disclosed to it in confidence and shall not disclose the Confidential Information to others or use the Confidential Information in any activity other than in connection with discussions associated with NORPAC. The Confidential Information shall not be copied, reproduced in any form or stored in a retrieval system or data base by Recipient without the prior written consent of NORPAC. For the avoidance of doubt, the Recipient may retain electronic files, not capable of ready search or destruction, containing the Confidential Information created pursuant to automatic archiving and back up procedures; provided that such copies are retained subject to the provisions of this Agreement.
2. Confidential Information (including all copies thereof) shall be surrendered to the party which provided such Confidential Information upon request of such party and all Confidential Information stored in any retrieval system or data base will be deleted at the time of such request.
3. Recipient hereby agrees that the Confidential Information will not be used by Recipient or its representatives in any way detrimental to NORPAC.
4. This agreement is binding on the Recipient, as well as its agents and representatives, and shall remain in effect for a period of three years with respect to any Confidential Information.
5. If the Recipient believes that he or she will be compelled by a court or other authority to disclose Confidential Information of NORPAC, the Recipient shall(i) give NORPAC

prompt and timely written notice so that NORPAC may take steps to oppose such disclosure, but in any event the Recipient shall not be prohibited from complying with such requirement to the extent permitted by law and (ii) will cooperate with NORPAC in its attempts to oppose such disclosure, provided that such opposition is reasonable in light of applicable law or regulation. If the Recipient complies with the above, the Recipient shall not be prohibited from complying with such requirements to disclose, but shall cooperate with NORPAC to take all reasonable steps to make such disclosure subject to a suitable protective order or otherwise prevent unrestricted or public disclosure.

If the foregoing is acceptable to you, please indicate your agreement by executing where noted below and returning the enclosed copy to the undersigned.

**PNW VEG CO, LLC DBA NORPAC**

BY: *Steven Schrockberger*

Its: *Vice President*

**RECIPIENT NAME:**

Acceptance Date: \_\_\_\_\_

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

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