



## DECLARATION OF CONFIDENTIALITY

THIS CONFIDENTIALITY AGREEMENT ("Agreement"), dated as of \_\_\_\_\_, is entered into between \_\_\_\_\_, a business organized and existing under and in accordance with the laws of the State of \_\_\_\_\_, having offices at: \_\_\_\_\_ (hereinafter "First Party") and Landoll Corporation, having a place of business at 1900 North Street, Marysville, Kansas 66508, (hereinafter "Second Party").

### WITNESSES:

WHEREAS, the First Party and the Second Party from time to time may evaluate or enter into business relationships or arrangements with each other, and in conjunction with such evaluation or business relationships or arrangements each party may provide to the other party proprietary, confidential and trade secret information and each party desires that any such information shall be kept confidential by the other party; and WHEREAS, each party is willing to keep such information confidential in accordance with this Agreement; NOW, THEREFORE, in consideration of the premises, the First Party and the Second Party hereby agree as follows:

**1. Confidential Information.** For purposes of this Agreement the term "Confidential Information" shall mean and be deemed to include any and all proprietary, trade secret and other confidential information of a party ("disclosing party") disclosed to the other party ("receiving party") in any manner (whether orally, in writing, electronically, by the receiving party's inspection or otherwise), including but not limited to information about the disclosing party's executives, employees, customers, suppliers, pricing, finances, products, services, business methods, business plans, contracts and contractual relationships; provided, however, Confidential Information of the disclosing party shall not be deemed to include (a) any portion of the Confidential Information of the disclosing party which the receiving party had lawfully in its possession prior to the disclosure, (b) any portion of the Confidential Information of the disclosing party which is independently developed by the receiving party, (c) any portion of the Confidential Information of the disclosing party which is not treated as proprietary or confidential by the disclosing party, (d) information of the disclosing party which was or becomes publicly available other than through the disclosure by the receiving party or by any person known by the receiving party to be bound by a confidentiality restriction, (e) information which the receiving party can demonstrate by written evidence has been lawfully disclosed to it by a third party (other than a person known by the receiving party to be bound by a confidentiality restriction) who did not impose on the receiving party any restriction on disclosure and who did not acquire it directly or indirectly from the receiving party and (f) any portion of the Confidential Information of the disclosing party which is approved for release by the receiving party by written authorization of the disclosing party.

**2. Limitation on Disclosure.** The receiving party hereby agrees and undertakes with the disclosing party to retain all Confidential Information of the disclosing party strictly in confidence, and limit its disclosure to such of the receiving party's employees, professional advisors, directors and officers as it, in good faith, believes necessary to have access to such information in order to properly evaluate the potential relationship or arrangement, and to require its employees, professional advisors, directors and officers to retain in confidence, all such Confidential Information disclosed to them. The receiving party further agrees not to use or disclose to others, or permit the use or disclosure of, any such Confidential Information, except for the purposes of such evaluation and as set forth in this Agreement.

**3. Compelled Disclosure.** If the receiving party becomes legally compelled to disclose any of the Confidential Information of the disclosing party, the receiving party will provide the disclosing party with prompt notice so that the disclosing party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party does not obtain such a protective order or other remedy, or if it does not waive compliance with the provisions of this Agreement, the receiving party will furnish only that portion of such Confidential Information which is legally required to be furnished.

**4. Ownership.** The receiving party agrees that the disclosing party is and shall remain the exclusive owner of all Confidential Information of the disclosing party and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any rights to any Confidential Information of the disclosing party is granted or implied under this Agreement. All information and/or data that may be disclosed by the disclosing party is disclosed without any representations, warranties, assurances, guarantees or inducements, express or implied, including, without limitation, any representations, warranties, assurances, guarantees or inducements, express or implied, with respect to the (a) infringement or non-infringement of any patent or other proprietary right owned or controlled by any third party, and/or (b) content or accuracy of such information and/or data. The disclosing party shall not be responsible for any expenses, losses or actions incurred or undertaken by the receiving party as a result of the receipt and use by the receiving party of such Confidential Information.

**5. Return of Confidential Information.** Upon the written request of the disclosing party, the receiving party shall return all copies of Confidential Information of the disclosing party to the disclosing party and/or certify in writing that all copies of Confidential Information have been destroyed. The receiving party may return any Confidential Information to the disclosing party at any time.

**6. No Third Party Beneficiary.** This Agreement is not intended, nor, shall it be construed, to create or convey any right in or upon any person or entity not a party to this Agreement.

**7. Modification and Waiver.** No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that or any other term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any time be deemed a waiver or relinquishment of that right or power for all or any other times.

**8. Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

**9. Remedies.** In the event of a breach or threatened breach by either party of this Agreement, the other party may avail itself of all appropriate legal and equitable remedies, including but not limited to injunctive relief. The parties acknowledge that the disclosing party may suffer irreparable harm if this Agreement is breached by the receiving party, that the disclosing party's legal remedies are inadequate to protect its interests in the event of such breach by the receiving party, and that equitable relief is an appropriate remedy for any such breach (without requirement of any bond or security), in addition to any other available remedies.

**10. Business Relationship.** The provision of Confidential Information hereunder and any discussions held in connection with any business transactions shall not prevent either party from pursuing similar discussions with third parties or obligate either party to continue discussions with the other or to take, continue or forego any action relating to any proposed business relationship or arrangement between the parties. Any estimates or forecasts provided by either party to the other shall not constitute commitments.

**11. Publicity.** Neither party shall use the name of the other in publicity releases or advertising, including customer lists, or for other promotional purposes, without securing the prior written approval of an officer of the other party.

**12. Notices.** Any notices required by this Agreement shall be given by hand, sent by facsimile, sent by express overnight courier service or sent by first class mail, postage prepaid, to the applicable address set forth below and shall be effective upon receipt. Either party may from time to time specify its address for purposes of this Agreement or any other address upon giving ten (10) days written notice thereof to the other party.

In the case of the First Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the case of the Second Party:

Landoll Corporation

1900 North Street

Marysville, Kansas 66508

ATTN: \_\_\_\_\_

**13. Headings.** The headings of the sections of this Agreement are inserted for convenience only, and shall not be deemed to constitute a part of this Agreement.

**14. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Kansas, excluding its choice of law provisions.

**15. Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

**16. Assignment.** Neither party may assign all or any portion of its rights or obligations under this Agreement to any third party without the prior written consent of the other party to this Agreement.

**17. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters provided for herein and supersedes any and all other prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or in writing, by any of the parties or by any officer, employee or representative of any party with respect to such matters.

\_\_\_\_\_  
First Party

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Date

Landoll Corporation  
Second Party

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Date