MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, ____ (the "Effective Date") by and between Anderson Cargo Services, Inc. having principal offices at 915 Blue Gentian Road #100, Eagan, Minnesota 55121 and ______ having principal offices at

- 1. **Definition of Confidential Information**. For purposes of this Agreement, "Confidential Information" shall mean information disclosed by the disclosing party (the "Disclosing **Party**") to the receiving party (the "**Receiving Party**") which relates to product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, research, development, know-how, or personnel, including confidential information disclosed by third parties and information relating to any type of technology; provided that information disclosed by the Disclosing Party will be considered Confidential Information by the Receiving Party only if such information is conspicuously designated as "Confidential" (i) in writing, if communicated in writing, or (ii) confirmed in writing within thirty (30) days of disclosure, if disclosed orally or in other non-tangible form; and provided further that Confidential Information shall not include information that (A) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Receiving Party; (B) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure to the Receiving Party by the Disclosing Party; (C) is independently developed by the Receiving Party without the use of any Confidential Information; or (D) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.
- 2. Non-Disclosure and Non-Use of Confidential Information. The Receiving Party shall not, without the prior written approval of the Disclosing Party in each instance or unless otherwise expressly permitted in this Agreement, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information. The Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors and employees who clearly need such access in order to participate on behalf of the Receiving Party in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with the Disclosing Party and who are bound by written confidential Information if required by a judicial or governmental request, requirement or order; provided that the Receiving Party will take reasonable steps to give the Disclosing Party to contest, limit or protect such disclosure.

MUTUAL NON-DISCLOSURE AGREEMENT

- 3. **Ownership of Confidential Information**. All Confidential Information and all intellectual property rights therein shall remain the property of the Disclosing Party and no license or other right to Confidential Information is granted or implied hereby.
- 4. **Term.** The term of this Agreement is two (2) years from the Effective Date, provided that the Receiving Party's duty to protect the Disclosing Party's Confidential Information shall survive expiration or termination of this Agreement and shall expire five (2) years from the date of disclosure.
- 5. **Injunctive Relief.** The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate, such right of the Disclosing Party to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity.
- 6. **Return of Confidential Information**. The Receiving Party shall immediately return to the Disclosing Party all written Confidential Information of the Disclosing Party and any and all records, notes and other written, printed or tangible materials pertaining to such Confidential Information upon receipt of a written request from the Disclosing Party. At the same time, the Receiving Party shall delete all copies of such records, notes and materials which are stored on its electronic memory devices.
- 7. **Binding on Successors**. This Agreement and the Receiving Party's obligations hereunder shall be binding upon the representatives, assigns and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party.
- 8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota.
- 9. Entire Agreement. This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date set forth above and confirm that each has the authority to sign as or on behalf of their respective party.

Anderson Cargo Services, Inc.	Company:
Name:	Name:
Title:	Title:

Page | 2

Mutual Non-Disclosure Agreement: Page 2 Initials