

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 917 Lone Oak Road #400, 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 confidentiality agreements that protect third party information. The Receiving Party may disclose 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 sufficient prior notice of such request, requirement or order for the Disclosing Party to contest, limit or protect such disclosure.

