



**NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Nondisclosure and Confidentiality Agreement (this “Agreement”) is made and entered into effective as of the date last signed below (the “Effective Date”) by and between the individual identified in the signature block below (“Judge”) and American Farm Bureau Federation, an Illinois non-profit corporation with a business address at 600 Maryland Avenue SW Suite 1000W, Washington, DC 20024 (“AFBF”).

WHEREAS, AFBF is the sponsor of a competition in support of rural businesses known as the Farm Bureau Rural Entrepreneurship Challenge (the “Challenge”);

WHEREAS, AFBF has requested, and Judge has agreed, to assist in the review and judging of applications entered into the Challenge (the “Judging”);

WHEREAS, in connection with the Judging, Contractor will have access to certain Confidential Information (as hereinafter defined); and

WHEREAS, the parties desire to set forth a detailed understanding with respect to the treatment of the Confidential Information.

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

1. Confidential Information. “Confidential Information” as used in this Agreement means all information and data, of whatsoever nature, whether or not marked as “Confidential” included in the non-public portion of any Farm Bureau Rural Entrepreneurship Challenge application (the “Application”). This shall include but shall not be limited to any planned or existing financial and business operations, policies, procedures, techniques, accounts, or other information used by an Applicant in its business, obtained by Judge as a result of or in connection with the Judging (“Confidential Information”). Confidential Information shall not include any material that (i) is received from any third party source that is properly authorized to disclose it, (ii) is or becomes generally known to the public by publication or other means other than a breach of duty under this Agreement, or (iii) is required by law, regulation or court order to be divulged; provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (iii) above, Judge prior to disclosure, shall advise AFBF in writing of each such disclosure.

2. Non-Disclosure of Confidential Information. Judge agrees to maintain the confidentiality of the Confidential Information and shall not, directly or indirectly, use, duplicate or disclose, or permit anyone else to use, duplicate or disclose the Confidential Information for any purpose other than rendering the Judging. Judge agrees that it shall treat all Confidential Information with the same degree of care it accords to its own Confidential Information, but in no case less than reasonable care.

3. Return of Confidential Information. If either party decides that it does not wish to proceed with the Judging, the party shall promptly inform the other party in writing of that decision. In such case, Judge shall, within 15 days, deliver to AFBF, or destroy (which destruction shall be certified in writing) (i) all Confidential Information, and (ii) all tangible



# AMERICAN FARM BUREAU FEDERATION®

media of expression Judge's possession or control to the extent that such tangible media incorporates any of the Confidential Information. Notwithstanding the return or destruction of the Confidential Information, following termination of this Agreement, Contractor will continue to be bound by its obligations of confidentiality hereunder.

4. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. No modification, amendment or waiver shall be binding without the written consent of the parties. Each party hereto represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder. Nothing herein shall be construed as an agreement regarding the creation of a business venture between Contractor and AFBF. This Agreement shall inure to the benefit of and be binding upon both parties hereto and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to the principles of conflict of laws thereof.

AMERICAN FARM BUREAU FEDERATION

By: Mary Pat Weyback  
Mary Pat Weyback, Deputy General Counsel

Date: 4/7/16

JUDGE

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

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