

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (the "Agreement"), is made and entered into by and between _____ (herein referred to as "Contact") and **MINNESOTA SOYBEAN PROCESSORS**, a Minnesota cooperative (herein referred to as "MnSP").

RECITALS

A. MnSP owns certain Confidential Information relating to its crushing, refining and bio-diesel business in Brewster, Minnesota.

B. Contact wishes to evaluate purchasing capital stock from one or more of MnSP's members and becoming a member of MnSP, which evaluation will require the disclosure of certain Confidential Information that is deemed to be proprietary and confidential to MnSP.

C. MnSP desires to protect its confidential information against any unauthorized use and any unauthorized or uncontrolled disclosure.

Now, therefore, the parties agree as follows:

1. "Confidential Information" means information not generally known to third parties and which is proprietary to MnSP including information about MnSP's crushing, refining and bio-diesel business in Brewster, Minnesota and financial information about MnSP's operations. All information of MnSP that is disclosed to Contact or to which Contact obtains access, whether originated by Contact or by the discloser or others, shall be presumed to be Confidential Information.
2. Contact will not, during the period of evaluation or anytime thereafter, use or disclose any Confidential Information of MnSP other than for purposes of Contact's evaluation of becoming a member of MnSP and purchasing MnSP capital stock (but not more than 500,000 shares) or as may be authorized in writing by MnSP. Contact agrees that Contact is not authorized to use and may not use any Confidential Information for the purpose of evaluating an acquisition of MnSP or the acquisition of more than 500,000 shares of capital stock of MnSP.
3. Contact agrees that any dissemination of Confidential Information to his attorneys, his advisors or other agents shall be only for the limited purpose of Contact's evaluation. Contact further agrees that he will disclose Confidential Information of MnSP only to such of his agents who have a need to know said Confidential Information in order to assist Contact evaluate the purchase of MnSP stock, and only then to such agents who have been advised of the confidential nature of such information and who have agreed to the same obligation of secrecy and limited use.
4. None of the stipulations contained herein shall be understood or construed as granting Contact a license or any other right to exploit the Confidential Information of MnSP. Contact shall not claim a patent or proprietary right based upon the providing of the Confidential Information and shall prohibit, and shall defend and indemnify MnSP from, any such claims from Contact's agents or others who may receive the Confidential Information from or through Contact.

5. This Agreement does not constitute or create any obligation on the part of MnSP to provide any Confidential Information or other information, but merely defines the duties and obligations of Contact and its agents and representatives with respect to the Confidential Information to the extent it may be disclosed or made available. Under no circumstances is MnSP obligated to disclose or make available any information, including Confidential Information, the disclosure of which is in MnSP's sole and absolute discretion. Contact understands and acknowledges that MnSP is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or other information provided. Contact further understands and acknowledges that Contact must make its own determination as to the value of MnSP stock, that MnSP makes no representation or warranty to Contact regarding the fairness or adequacy of the purchase price of any MnSP capital stock that Contact may purchase, and that the negotiation and agreement to purchase stock will be made solely by Contact without the assistance or involvement of MnSP.
6. Within ninety (90) days of the date any Confidential Information is provided Contact, all Confidential Information, including all copies or specimens thereof in Contact's possession, whether prepared by Contact or others, shall be returned to MnSP, unless Contact becomes a member of MnSP before the expiration of such 90-day period.
7. The obligations of Contact provided for herein with respect to the Confidential Information do not apply to information which:
 - (a) is or becomes part of the public domain through no act or omission of Contact or his employees or agents;
 - (b) can be shown to be already possessed by Contact as of the date of disclosure;
 - (c) can be shown to be independently developed by Contact through the efforts of his agents who have not had access to the Confidential Information;
 - (d) shall be made available to Contact on a nonconfidential basis by a third party having a right to do so; or
 - (e) is disclosed by order of a court of competent jurisdiction, but only if Contact uses his best efforts to limit such disclosure and to obtain confidential treatment or a protective order and has given MnSP reasonable notice and opportunity to participate in the proceeding.
8. The termination of Contact's evaluation shall not relieve Contact or its agents of the obligation of nondisclosure and nonuse or obligation to return certain materials.
9. The parties agree that money damages would not be a sufficient remedy for any breach of this Agreement and MnSP shall be entitled to enforce this Agreement by injunctive and other available relief, including without limitation specific performance. MnSP shall be entitled to recover its reasonable attorneys fees and costs incurred to enforce this Agreement.
10. This Agreement sets forth the entire understanding of the parties hereto with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings of the parties, whether written or oral, with respect to the subject matter

hereof. The parties may amend, modify or supplement this Agreement in such manner as they may agree upon in writing by both of the parties.

11. This Agreement will be construed and interpreted under the substantive laws of the State of Minnesota, without regard to the choice of law provisions of any jurisdiction. This Agreement may be enforced in the state courts of the State of Minnesota and the federal courts of the United States sitting in Minnesota, as well as any other court of appropriate jurisdiction.
12. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired by such holding.
13. This Agreement shall be binding upon the parties hereto and their successors and assigns.
14. No failure or delay by any party hereto in exercising any right, power, privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto and shall be effective when fully executed by the parties hereto as of the date on which Contact executes this Agreement .

MINNESOTA SOYBEAN PROCESSORS

By: _____
Its: _____

CONTACT:

Signature

Print Name

Date

Address

City, State, Zip Code

Email and Phone Number