**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

 This Confidentiality and Non-Disclosure Agreement (this “***Agreemen*t**”) between YellowStone Cattle I, LLC (“***Pipestone***”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “***Company***”), is made to be effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

**RECITALS**

A. Pipestone and Company will enter, or have entered, into discussions (“***Discussions***”) for the purpose of exploring and considering the possibility of certain transactions or projects involving the parties related to a potential transaction (the “***Transaction***”).

B. In connection with and in furtherance of the Discussions, it is anticipated each party may disclose (“***Discloser***”) to the other party (“***Recipient***”) or its shareholders, partners, members, directors, officers, employees, professional advisors or agents (collectively “***Representatives***”) certain Confidential Information (defined below) that Discloser considers proprietary and confidential, and the parties desire to protect their respective Confidential Information (defined below) both during and after the Discussions..

**AGREEMENT**

 In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Confidential Information**. “***Confidential Information***” means any information or material created, developed or used by Discloser, whether in oral, audio, visual, written or other form, concerning Discloser that by its nature is proprietary and confidential. Confidential Information shall include, but is not limited to, the following: products, plans, methods, ideas, trade secrets, compensation data, financial information, marketing strategies and information, programs and services, inventions, processes, business opportunities, projections, developments, and intellectual property, prospects, pending projects and proposals, pricing information, technical data, customer and supplier lists, customer prospect lists, product and equipment designs or enhancements and other developments and techniques, other trade secrets or confidential or proprietary information, whether patentable or copyrightable or not, and other information that is not generally known or readily ascertainable by other persons. Written information supplied to Recipient may be marked “CONFIDENTIAL” when feasible, but the failure to so mark such information shall not be deemed a waiver by Company of confidentiality.

2. **Confidentiality and Use**.

 2.1 **Standard of Care**. Recipient will keep in confidence all Confidential Information that it receives from Discloser, using the same degree of care it uses to protect its own confidential or proprietary information, which degree may not be less than a commercially reasonable standard of care.

 2.2 **Limitation on Use**. Recipient may review and use Discloser’s Confidential Information only for the purpose of engaging in the Discussions and evaluating a proposed Transaction between the parties, and Recipient will not, directly or indirectly, use any of Discloser’s Confidential Information for any other purpose without the prior written consent of Discloser. Whether or not the proposed Transaction is completed, Recipient will not use any Discloser’s Confidential Information for the purpose of seeking to recruit or hire or form any business relationship with any current employee of Discloser.

 2.3 **Non-Disclosure**. Recipient will not disclose any Confidential Information that it receives from Discloser to any third party, including any individual, corporation, Company, partnership, organization, association or other entity or person; provided, however, Recipient may disclose to its Representatives Discloser’s Confidential Information. Recipient will ensure that its Representatives are aware of this Agreement and confirm their agreement to hold Discloser’s Confidential Information in confidence and not to use it for any purpose other than engage in the Discussion or to evaluate the proposed Transaction on behalf of Recipient with Discloser.

 2.4 **Materials**. Recipient will not photocopy or reproduce any portion of the Discloser’s Confidential Information except as necessary for the purposes set forth in this Agreement, and copies which are made shall be treated as Confidential Information to the same extent as was the original. All Discloser’s Confidential Information, unless otherwise agreed to in writing signed by the Discloser, shall remain the property of the Discloser. In the event the Discussions are terminated, or within 10 days following the Discloser’s written request, the Recipient and its Representatives shall promptly return or destroy all documentation (whether original or copies) and other materials (whether tangible or stored in any computer memory or storage medium) containing any of Discloser’s Confidential Information without retaining any copies thereof. The Recipient shall thereafter, at Discloser’s written request, provide a certification signed by an officer that all such materials have been returned to Discloser or destroyed. Notwithstanding the foregoing, although Recipient shall return or destroy Confidential Information of Discloser, the parties hereto acknowledge and agree that, due to the nature of computer information storage systems and e-mail communications, even if a file is “deleted,” a shadow or back-up copy may remain within the Recipient’s or its Representatives’ computer systems or its back-up or electronic archive systems (collectively, **“*Inadvertently Retained Files*”**). Recipient and its Representatives need not destroy Inadvertently Retained Files made in the ordinary course of business or remove any Inadvertently Retained Files where it would be commercially impracticable to do so. The parties agree that retention of Inadvertently Retained Files by the Recipient and its Representatives shall not be deemed to constitute a breach of this Agreement; however, if any such Inadvertently Retained Files contain any Confidential Information, such Confidential Information shall remain confidential and subject to the limitations set forth in this Agreement.

 2.5 **Survival**. This Agreement and the parties’ obligations hereunder shall terminate on the first to occur of: (a) the completion or termination of the proposed Transaction, or (b) the date which is three (3) years from the date of this Agreement.

3. **Exclusions**. The obligations imposed by this Agreement do not apply with respect to any Confidential Information that: (a) is used or disclosed by Recipient with the prior written consent of Discloser, to the extent of the consent; (b) is generally available to the public at the time of disclosure to Recipient; (c) becomes generally available to the public through no act or disclosure by Recipient or its Representatives; (d) is required to be disclosed pursuant to judicial order or other compulsion of law; provided, however, Recipient shall comply with any protective or similar order obtained by Discloser which limits the disclosure; (e) was lawfully obtained by Recipient from a third party not under an obligation of confidentiality to the Discloser; (f) was independently developed by the Recipient without the use of or reference to Confidential Information; or (g) was in the possession of Recipient at the time it was first disclosed by or on behalf of Discloser.

4. **Injunctive Relief**. It is hereby understood and agreed that damages may be an inadequate remedy in the event of a breach of this Agreement by either party and that any such breach by a party may cause the other party significant and irreparable injury and damage. Accordingly, the parties agree that each party will be entitled, without waiving any additional rights or remedies otherwise available at law or in equity, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by the other party of this Agreement.

5. **Miscellaneous**. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, supersedes and replaces all prior agreements, oral or written, between the parties relating to the subject matter hereof, and may not be changed or modified except by a written instrument executed by all the parties. In case any provision of this Agreement is declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such provision had not been contained herein, provided that such provision shall be limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability. This Agreement may be executed in several counterparts and by facsimile. This Agreement is governed, enforced and construed under the laws of the State of Minnesota, without regard to its conflict of laws principles. The venue for any action under this Agreement shall be in Minnesota, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of any federal or state court located in Minnesota. All pronouns used in this Agreement shall be deemed to include the masculine, feminine, and neuter. Plural terms shall be deemed to include the singular and the singular the plural whenever necessary or appropriate to effect the intent of this Agreement. The Section and other titles and headings contained in this Agreement are for convenience only and shall not be deemed a part of the context of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

6. **No Obligation to Transact**. Nothing herein shall obligate either of the parties to continue the Discussions or to enter into, or consummate, any proposed Transaction.

 The parties have executed this Agreement as of the date first written above.

Company YellowStone Farms I, LLC

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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