

GOLDEN GROWERS COOPERATIVE NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, by and between Golden Growers Cooperative (GGC), a Minnesota 308B Cooperative Association and _____ (Candidate's name), who resides at _____, a candidate for election to the Board of Directors of GGC.

WHEREAS, the Candidate intends to be nominated for election to the GGC Board of Directors in March _____, and has expressed a desire **to obtain from GGC the names and addresses of the members of GGC from the Candidate's territorial district to solicit their votes in that election;** and

WHEREAS, GGC desires to encourage open and fair elections to its Board of Directors while limiting access to, and use of, the names and addresses of its members to persons who have a proper purpose for such access and use;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. GGC shall provide to the Candidate a listing of the names and addresses of its members registered in the Candidate's territorial district at the time this Agreement is signed by all parties to it or within a reasonable time thereafter.
2. Candidate shall hold each and every name and address of GGC' members in strict confidence and shall not disclose, directly or indirectly, any name or address except as reasonably necessary to communicate to GGC members the Candidate's qualifications for election to the GGC Board of Directors. Without affecting the generality of foregoing, the Candidate will exercise no less care to safeguard the names and addresses acquired from GGC than the Candidate exercises in safeguarding his or her own confidential information.
3. Candidate shall not copy, reproduce or transcribe in any manner, including electronically, any name or address of a GGC member except as reasonable necessary to prepare mailings or other communications relating to the Candidate's qualifications for election to the GGC Board of Directors. Without affecting the generality of the foregoing, the Candidate shall not, directly or indirectly, disclose any name or address of a GGC member for a purpose not directly related to the Candidate's candidacy for the GGC board of Directors or for the benefit of any third party.
4. **Candidate shall return to GGC the listing of the names and addresses the Candidate received from GGC under this Agreement on or before the annual meeting at which Candidate seeks nomination for election to the Board of Directors. Candidate shall not retain any copy, reproduction, or transcription of any name or address received from GGC pursuant to this Agreement.** If the listing of names and addresses provided to Candidate are in the form of mailing labels, Candidate agrees that all labels not affixed to and mailed with communications to members of GGC will be returned to GGC. Notwithstanding the foregoing, Candidate shall return to GGC the listing of names and addresses the Candidate received from GGC under this Agreement if the Candidate ceases to be a candidate for election to the GGC Board of Directors, and Candidate shall immediately return this listing to GGC at GGC' request.
5. Candidate agrees and acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement and that GGC shall be entitled to equitable relief (including, but not limited to, and injunction or specific performance) in the event of any breach of the provisions of this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.
7. Candidate shall not assign the rights granted under this Agreement.
8. The parties agree that if any provision of this Agreement shall be determined by a court of competent jurisdiction to be void, the provisions of this Agreement shall be deemed amended to modify or delete, as necessary, the offending provision, and this Agreement, as so amended or modified, shall not be rendered unenforceable but shall remain in force to the fullest extent possible in keeping with the intention of the parties.
9. This Agreement evidences the entire understanding and agreement of the parties hereto relative to its subject matter. This Agreement supersedes any and all other agreement and understandings, whether written or oral, relative to its subject matter. This Agreement may only be amended by a written document signed by both of the parties to it.

IN WITNESS WHEREOF, the Candidate and an authorized representative of GGC have executed this Agreement as of the date first above written.

CANDIDATE _____

GOLDEN GROWERS COOPERATIVE By: _____

Title: _____