



CONFIDENTIALITY, BIOSECURITY AND RELEASE AGREEMENT

WHEREAS, the undersigned desires to visit Seaboard Foods LLC ("Seaboard") plant located in Guymon, Oklahoma or one of Seaboard's farm sites located in Kansas, Oklahoma, Colorado or Texas; and

WHEREAS, during the visit, the undersigned may learn certain information, part or all of such information is confidential information of Seaboard and the undersigned desires to assure Seaboard that the confidentiality and secrecy of such confidential information will be preserved by the undersigned;

WHEREAS, in consideration of being allowed to visit Seaboard's plant or farm sites, the undersigned agrees to follow Seaboard's biosecurity regulations and agrees to release Seaboard from any claims the undersigned may have against Seaboard pursuant to the visit.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Seaboard to disclose and make available to the undersigned certain sites and information for the purposes stated above, the undersigned hereby covenants and agrees with Seaboard as follows:

1. As used herein, "Confidential Information" shall mean any information, whether or not reduced to writing, used by or belonging or relating to Seaboard, including, without limitation, any and all business or trade secrets, information relating to Seaboard's employees, arrangements with any person, firm or company, information as to expenses, sales, revenues and other financial information concerning Seaboard, and information concerning methods, techniques, ingredients, preservatives, procedures and facilities employed by Seaboard in the development, production, distribution, marketing and sales of Seaboard's business, products and services, except information which is or becomes generally available to the public other than as a result of communication or disclosure by the undersigned or the undersigned's representatives.
2. Neither the undersigned nor the undersigned's representatives shall use any Confidential Information for any purpose. The undersigned shall, and shall cause the undersigned's representatives to, preserve confidentiality of the Confidential Information. Except as otherwise agreed in writing by Seaboard, Confidential Information may be communicated or disclosed only to that limited number of the undersigned's representatives who need to know such information. As a condition to such communication or disclosure, the undersigned shall inform each such person of the terms of this Agreement and shall require such person's compliance with such terms.
3. In the event that the undersigned or any of the undersigned's representatives becomes legally compelled to communicate or disclose Confidential Information, the undersigned shall provide Seaboard with prompt notice of such communication or disclosure. The undersigned or the undersigned's representative who is required to make such communication or disclosure shall furnish only that portion of the Confidential Information that is legally required and shall, in the event that Seaboard is not a party to the action pursuant to which the undersigned or the undersigned's representative is compelled to make such communication or disclosure, interpose a confidentiality defense based upon this Agreement in an effort to ensure that confidential treatment will be accorded said Confidential Information.
4. The undersigned will not at any time communicate, disclose or use any Confidential Information to the detriment or prejudice of Seaboard, whether or not such communication, disclosure or use is for the benefit of the undersigned or any other person, firm or company.
5. The undersigned will use its best efforts at all times to hold in confidence, and to safeguard any Confidential Information from falling into the hands of any unauthorized person, and in particular, will not permit any Confidential Information that has been reduced to writing to be duplicated or extracted, except with the express written consent of Seaboard's authorized officer. The undersigned shall destroy all copies of Confidential Information containing notes or annotations made by the undersigned or the undersigned's representatives, as well as Confidential Information reflected in analyses, studies, notes, compilations or other documents prepared by the undersigned or the undersigned's representatives. At the request of Seaboard, the undersigned shall certify to Seaboard that such destruction has taken place.



- 6. The undersigned agrees that neither Seaboard, nor any of its representatives, are responsible for the accuracy or completeness of the Confidential Information and that neither Seaboard, nor any of its representatives, shall have any liability for providing or failing to provide any Confidential Information.
- 7. If the undersigned plans to visit any of Seaboard's farm sites, the undersigned agrees (i) to have no contact with swine or swine facilities for a minimum of seventy-two (72) hours prior to the visit; (ii) to have no contact with hogs or slaughter facilities for a minimum of seventy-two (72) hours prior to the visit; (iii) to follow the routing described by the visitor's Seaboard guide/contact; (iv) to shower prior to entering hog facilities and wear clothing provided by the farm; (v) to adhere to Seaboard biosecurity regulations, as related during an authorized visit; (vi) not to take video or photographs of the farm sites; and (vii) that he/she has not visited a foreign country (excluding Canada) for at least three (3) days prior to the visit.
- 8. The undersigned does hereby expressly release and discharge Seaboard and its officers and employees from and against any and all claims, causes of action, judgments, losses and expenses, including attorneys' fees (collectively "Claims") which the undersigned or any of his/her executors, administrators or assigns may have, or claim to have based on personal injury or death or damage to property which may occur while the undersigned or his/her property is present on Seaboard's premises, whether or not based on the negligence of Seaboard, its officers or employees. The undersigned also waives its right of recovery against Seaboard and its employees and waives all rights of subrogation.
- 9. The undersigned shall promptly provide Seaboard with notice of any actual or threatened breach of any of the terms of this Agreement or unauthorized communication, disclosure or use of any of the Confidential Information of which it has actual knowledge. The undersigned agrees that a breach of this Agreement will give rise to irreparable injury to Seaboard for which damages may not be adequate compensation and consequently Seaboard shall be entitled, in addition to all other remedies available to it at law or in equity, to injunctive and other equitable relief to prevent a breach of this Agreement and to secure the enforcement of this Agreement.
- 10. The foregoing agreements of the undersigned are not in lieu of, or exclusive of, any other obligations and duties of the undersigned to Seaboard, whether express or implied, in fact or in law, with respect to the subject matter of this Agreement. If any provision of this Agreement is held invalid or unenforceable in accordance with its express terms in any legal proceeding, such invalidity or unenforceability shall not affect the validity and enforceability of any other part of this Agreement. This Agreement shall be binding upon the undersigned and its successors and assigns, its officers, directors, shareholders and agents and their heirs and personal representatives, and shall be governed by the laws of the State of Kansas

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the ____ day of _____, 20_____.

Signature

Name: _____
Please Print or Type

Title: _____
Please Print or Type