

Confidential Disclosure Agreement

Box Elder County, with offices located at 1 South Main St, Brigham City, Utah, 84302, United States (together with its AFFILIATES, "RECIPIENT") in consideration of receipt of certain confidential information from The Procter & Gamble Company, with offices located at One Procter & Gamble Plaza, Cincinnati, Ohio 45202, United States of America and/or from its AFFILIATES (collectively, "P&G"), hereby agrees to be bound by the following terms, without there being a need for P&G to sign this Confidential Disclosure Agreement ("AGREEMENT"). For the avoidance of doubt, obtaining the signature of P&G will not be a pre-requisite for the enforceability of this AGREEMENT.

1. Purpose & Receipt of Confidential P&G Information. RECIPIENT and P&G (the two parties, collectively "PARTIES", and individually, "PARTY") wish to explore their mutual interest in and/or work together on one or more projects, services, business arrangements, collaborations, or work, hereinafter referred to as "PURPOSE". In order for the PARTIES to progress with the PURPOSE, it may be necessary for P&G, P&G's AFFILIATES, or P&G's AGENTS (individually or collectively, "DISCLOSER(S)") to disclose to RECIPIENT technical and business information, which P&G considers confidential. "INFORMATION" means any and all information disclosed by DISCLOSER(S) in conjunction with the PURPOSE, including but not be limited to: P&G's proprietary products and packaging and the materials, equipment and processes used in the manufacture of P&G's products and packaging; computer models; mechanical and electrical drawings; manuals; materials, formulations, prototypes, and packaging, including samples thereof; designs; specifications; methods; strategies; process feasibility issues; business plans and interests; marketing and advertising information including but not limited to marketing plans, strategies, and data, and market potential information; consumer and supplier data; consumer insights; P&G's large scale visualization technology; regulatory and safety strategies; laboratory methods and assays; project approaches and models; technology issues; potential consumer uses and product applications; and any confidential information learned, observed, or otherwise acquired as incident to visiting or performing on-site services at P&G's facilities (including but not limited to, overheard conversations, plant size, crew shifts, number of lines, product shipments, new product development testing, and the like).

2. Confidentiality Obligation and Laws. P&G may, at its discretion, disclose via DISCLOSER(S), INFORMATION to RECIPIENT. This offer by P&G to disclose INFORMATION is hereby accepted by RECIPIENT and is subject to the following conditions: (a) INFORMATION disclosed will be received and held in confidence by RECIPIENT; (b) RECIPIENT will take such steps as may be reasonably necessary to prevent the disclosure of INFORMATION to others except to its employees who are required to know the INFORMATION in conjunction with the PURPOSE and who are bound to RECIPIENT by a like obligation of confidentiality; (c) RECIPIENT will use the same degree of care regarding INFORMATION as it uses in protecting and preserving its own confidential information of like kind to avoid disclosure or dissemination thereof, but in no event less than a reasonable degree of care; (d) RECIPIENT will not utilize the INFORMATION beyond the PURPOSE without first having obtained the written consent of P&G, which may be withheld at P&G's discretion; and (e) with respect to any models, drawings, materials, devices, products, packaging, prototypes, or samples provided by P&G ("SAMPLES") related to the PURPOSE, RECIPIENT will not analyze, disassemble, or otherwise attempt to identify the SAMPLES, and all used and unused portions of the SAMPLES and any items created for P&G by RECIPIENT based on INFORMATION will be returned to P&G at any time upon P&G's request. In the performance of this AGREEMENT, each PARTY will comply with all applicable laws, including all applicable data protection laws.

3. Confidentiality Exceptions. The commitments set forth in Section 2 (Confidentiality Obligation) and all subsections thereof, will not extend to any portion of INFORMATION, which: (a) is already in RECIPIENT'S lawful possession at the time of disclosure by P&G, as established by relevant documentary evidence; (b) is or later becomes, through no act on the part of RECIPIENT, generally available to the public; (c) corresponds in substance to that furnished to RECIPIENT by any third party having no obligation of confidentiality, direct or indirect, to P&G; (d) corresponds to that furnished by P&G to any third party on a non-confidential basis; or (e) is required to be disclosed by law or government regulation, provided that RECIPIENT provides reasonable prior notice of such required disclosure to P&G. If RECIPIENT becomes obligated by law or government regulation to disclose any INFORMATION, then RECIPIENT will provide P&G with prompt advance written notice. P&G is entitled to contest such disclosure. RECIPIENT will only disclose that INFORMATION legally required, and, will exercise its best efforts to obtain reliable assurance that the INFORMATION is treated as confidential. Additionally, RECIPIENT is hereby notified of its immunity from liability for confidential disclosure of a trade secret to the government or in a court filing, pursuant to The Defend Trade Secrets Act ("DTSA") (18 U.S.C. 1832).

4. SUB-CONTRACTORS. If RECIPIENT determines it is necessary for any third parties to assist RECIPIENT in fulfilling any requirements under the PURPOSE of

this AGREEMENT ("SUB-CONTRACTORS"), and such SUB-CONTRACTORS may require access to INFORMATION, then: (a) RECIPIENT must receive the express, written permission of P&G to disclose the INFORMATION to the SUB-CONTRACTOR; (b) RECIPIENT will establish a confidentiality agreement with the SUB-CONTRACTOR that is at least as restrictive as the confidentiality requirements of this AGREEMENT; (c) and the confidentiality agreement will explicitly name P&G as an intended third-party beneficiary with all legal rights associated thereto to enforce the confidentiality agreement.

5. Term of AGREEMENT & Termination of Confidentiality Obligation. This AGREEMENT will become effective and binding upon execution by RECIPIENT of this AGREEMENT ("EFFECTIVE DATE"), and, will terminate 10 years from the EFFECTIVE DATE. Despite such termination, the commitments set forth in Section 2 (Confidentiality Obligation) and all subsections thereof with respect to specific portions of INFORMATION, will survive the termination date of this AGREEMENT and any extensions of this AGREEMENT.

6. Inventions. The PARTIES agree that any information, ideas, discoveries, or inventions, whether patentable or unpatentable, that result from the discussions under this AGREEMENT and related to the PURPOSE of this AGREEMENT will be the property of The Procter & Gamble Company.

7. No Rights or Obligations by Implication. Acceptance of this AGREEMENT will not carry with it any express or implied license under any intellectual property rights of P&G.

8. AFFILIATES & AGENTS. As used in this AGREEMENT, the term "AFFILIATES" refers to any corporation, association, or other entity that directly or indirectly owns, is owned by, or is under common ownership with The Procter & Gamble Company or with Box Elder County, respectively, either currently or during the term of this AGREEMENT. As used in this definition, the terms "owns," "owned", or "ownership" mean the direct or indirect possession of more than 50% of the voting securities, income interest, or a comparable equity in such business entity. As used in this AGREEMENT, the term "AGENTS" refers to any companies that are performing work for or on behalf of P&G.

9. Notices. All notices, authorizations, etc., relevant to this AGREEMENT will be personally served or sent by first class mail, postage pre-paid, to the respective PARTIES at the following addresses: P&G: Adam Farley, The Procter & Gamble Paper Products Company, CINCINNATI GENERAL OFFICES, One Procter & Gamble Plaza, Cincinnati, Ohio 45202 United States of America and copy to The Procter & Gamble Company, General Offices, Central Building, C-9, Cincinnati, OH 45202, Attention: Global Legal Division - Central Contracts. RECIPIENT: Stan Summers, Box Elder County, 1 South Main St, Brigham City, Utah, 84302, United States

10. No Amendments. No modifications may be made to this AGREEMENT as provided by P&G nor may subsequent amendments be made to this AGREEMENT without P&G's written agreement. Any modifications or amendments in the absence of P&G's written agreement are null and void, and the original terms of the AGREEMENT will stand.

11. Governing Law; Laws; Headings; Form of Signature. This AGREEMENT will be governed by the laws of the State of Ohio, United States of America, applicable to contracts made and performed entirely in such state, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction. All disputes between the PARTIES regarding this AGREEMENT not resolved by good faith negotiations will be brought exclusively before the appropriate courts in the State of Ohio, Hamilton County. The headings or titles of sections or paragraphs appearing in this AGREEMENT are provided for convenience and are not to be used in construing this AGREEMENT. A facsimile or .pdf copy of a signature of a PARTY will have the same effect and validity as an original signature.

RECIPIENT hereby renders the foregoing rights and obligations effective and binding as of the EFFECTIVE DATE by RECIPIENT'S duly authorized representative signing this AGREEMENT; with each PARTY receiving a copy of this AGREEMENT.

For: BOX ELDER COUNTY

Signature: _____

Printed Name: _____

Title: _____

Date: _____