



_____ (hereinafter "Recipient").

F possesses certain ideas and information relating to Agricultural Investment Opportunities Acquisition/Production/Trading that are confidential and proprietary to the discloser and the Recipient is willing to receive disclosure of the Confidential Information pursuant to the Agreement for the purpose of Investment;

WHEREAS IAF possesses certain ideas and information relating to Agricultural Investment Opportunities related to Agricultural Acquisition/Production/Trading that are confidential and proprietary to the discloser and;

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of Investment;

NOW THEREFORE, in consideration for the mutual undertakings of both parties under this Agreement, the parties agree as follows:

2. Confidentiality/ Non-Circumvent.

2.2 No Disclosure: Recipient agrees to use his best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the possession of unauthorized persons.

3. Limits on Confidential Information.

Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- (a) was known prior to receiving any of the Confidential Information from IAF;
- (b) has become publicly known through no wrongful act of Recipient;
- (c) was received without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by either party without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a Government Agency.

4. Ownership of Confidential Information.

Both Parties agrees that all Confidential Information shall remain the exclusive property of **IAF**, and that **IAF** may use such Confidential Information for any purpose without obligation to the Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential or a 1 year period from the date of this agreement, whichever is shorter.

Dated:

Dated:

Recipient :

IAF LLC (Discloser):

Name:

Representative:

Signature:

Signature: