



Standard Leo Ag Non-Disclosure and Confidentiality Agreement

This agreement is made this (DATE) (the “effective date”) between

LEO Agriculture LLC, 119 E Oak Street, Durand , IL
(hereinafter “LEO Agriculture”)

and:

 COMPANY

(-Company Name-, hereafter called “Company”)

LEO Agriculture LLC and Company may be collectively referred to as the “Parties.”

LEO Agriculture LLC and Company desire to enter into discussions during which certain confidential technical and business information (“Confidential Information”) may be disclosed by one of the Parties (the “Discloser”) to the other (the “Recipient”). In the normal course of business discussions, it is anticipated that the exchange of information may be reciprocal and, thus, that each Party may be a Discloser with regard to some Confidential Information, and a Recipient with regard to other Confidential Information.

In order for the discussions between the parties to be productive and efficient, each party must rely on the other to receive Confidential Information for the purpose of considering and evaluating future business between the parties without reducing or limiting the value or proprietary interest of the information to the Discloser.

To achieve this objective, the parties mutually agree as follows:

1. Confidential Information may include, without limitation, any technical information, know-how, formulae, electronic data, specifications, drawings, apparatus, models, prototypes, techniques, unpublished patent applications, products, catalogs, manuals, samples, pricing, discount or cost information, product road maps, business plans, trade secrets, inventions, financial data, or business or technical contacts, that is disclosed or supplied by a Discloser to a Recipient, in any format, which is either designated as confidential or which is by the nature of the information or the circumstances of disclosure reasonably understood to be confidential.
2. Recipient shall hold the Confidential Information in strict confidence, and shall use the Confidential Information **only** within its own organization and **only** for



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- manufacturing parts, manufacturing assembly's, discussion and evaluation with the Discloser in the business area related to the Confidential Information.
3. **Recipient may not use the Confidential Information for any other purpose.**
 4. Recipient shall limit distribution of the Confidential Information to those employees and advisors having a role in the evaluation of the information, and shall safeguard the information using at least the same standards and procedures afforded to its own confidential business information.
 5. Recipient shall **not** distribute any Confidential Information in any form or format to any third party without the written approval of the company.
 6. Confidential Information shall not include information or materials that the Recipient demonstrates:
 - (a) were known to the Recipient prior to the date of disclosure free of any obligation of nondisclosure;
 - (b) were in the public domain prior to the date received by the Recipient or that subsequently came into the public domain through no fault of the Recipient and without breach of any obligation of nondisclosure;
 - (c) were lawfully received by the Recipient from a third party free of any obligation of nondisclosure;
 - (d) are or were independently developed by the Recipient or any of its employees, consultants or agents without reference to any Confidential Information of the Discloser. The Recipient may disclose the Discloser's Confidential Information to the extent that the Recipient is required by any applicable governmental authority to do so; provided, however, that in such event, to the extent permitted by applicable law, the Recipient notifies the Discloser and cooperates with the Discloser in any attempt to contest or limit such required disclosure, at the Discloser's sole expense.
 7. This agreement conveys no licenses or rights in any material disclosed hereunder, nor does it establish any contract, joint venture, or other business relationship between the parties. Neither does it establish any intent by either of the parties to establish any relationship, right or license in the future. The information disclosed is provided "As Is". Discloser makes no warranty, express, implied or otherwise, regarding its accuracy, completeness, or performance.
 8. Acceptance of this agreement by either party creates no obligation to disclose any Information, Confidential or not.
 9. Neither this agreement, nor disclosures under it, transfers ownership of the Confidential Information nor any rights or title to it.



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10. This agreement is exclusive, and recipient is not permitted to enter into discussions of the same subject matter with third parties, or independently developing related information or products internally.
 11. This agreement supersedes all previous and contemporaneous communications, transactions and understandings, whether oral or written, and is the sole agreement between the parties pertaining to the subject matter hereof. No modification or addition to these terms shall be binding upon the parties unless made in writing and signed by an authorized representative of each of the parties hereto.
 12. The various sections of this agreement are severable, and the invalidity of one does not affect the enforceability of the other provisions of this agreement.
 13. This agreement shall be governed by and construed under the laws of the state of Illinois. In the event of any breach or violation of this agreement, LEO Agriculture reserves the right to enforce its rights and seek remedies, at its sole discretion, either through the judicial system of the United States or through the judicial system of foreign locations, as deemed necessary and appropriate by LEO Agriculture.

For LEO Agriculture LLC:

Name: _____

Title: _____

Signature: _____

Date: _____

For **COMPANY**

Name: _____

Title: _____

Signature: _____

Date: _____