

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

The undersigned contemplates entering into a business transaction or relationship with The Green Guardian and/or an affiliated entity ("Greener Pastures") and ("Farm Crop Extracts"). In that connection, it is expected that the undersigned will acquire knowledge of Greener Pastures' proprietary Confidential Information (as defined below). In order to induce The Green Guardian to enter into such business transaction or relationship and/or provide information related thereto, the undersigned, intending to be legally bound, hereby acknowledges and agrees as follows:

1. At all times during the course of any business discussions, information exchanges and transaction or relationship with The Green Guardian and thereafter, the undersigned will keep secret all of The Green Guardian' Confidential Information, including ingredient lists, raw materials, blending formulae and protocols, product formulae, marketing and business plans to which the undersigned is exposed, has access or which may come into the undersigned's possession. The undersigned will not retain or make any Confidential Information known to any third party; will not use any Confidential Information except for the purpose and within the scope of the undersigned's contemplated transaction or relationship with The Green Guardian; will not make copies of any Confidential Information except as minimally necessary for the undersigned's authorized use thereof; and will not use any Confidential Information while deriving direct or indirect benefits or compensation (in any form) from any third party, without The Green Guardian' prior written consent.

2. After termination (for whatever reason and under whatever circumstances) of the undersigned's business discussions, information exchanges and/or subsequent transaction or relationship with The Green Guardian, and at any earlier time requested by The Green Guardian, the undersigned will promptly turn over to The Green Guardian any and all documents and records concerning or containing any Confidential Information, in any form (including but not limited to digital or other non-paper records, and all copies thereof). All such materials and the information therein are at all times the property of The Green Guardian.

3. "Confidential Information" means all information not generally known to the public, relating to the affairs of The Green Guardian and/or Greener Pastures' and/or Farm Crop Extracts' customers, clients, representatives, employees, officers, directors, shareholders and principals, products, ingredients, processes and procedures or acquired or used in the course of The Green Guardian' business. No notice of confidentiality is required. The terms of this agreement shall be incorporated in any subsequent purchase order or agreement between the undersigned and The Green Guardian.

4. Without limiting the remedies available to it at law, The Green Guardian and/or related entities will be entitled to temporary and permanent injunctive relief in addition to such other remedies as may properly be granted upon any breach of this Agreement. The prevailing party in any legal action to enforce this Agreement will be entitled to recover reasonable attorney's fees in addition to whatever other relief the court awards. This Agreement will be construed and enforced under Minnesota law.

Name _____ Address _____

City _____ State ___ Zip _____ Phone _____

RECIPIENT:

Date

Typed or Printed Name

Fax back to 651-487-5292
