

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and executed by (“Promisor”), in favor of Gruma Oceania, t/as Mission Foods, (“Gruma”), and all other persons or entities, both domestic and foreign, which are directly or indirectly controlling, controlled by, or under common control with Gruma, or any of them (Gruma, and all such other persons or entities being collectively hereinafter referred to as the “Gruma Group”).

RECITALS

WHEREAS, the Gruma Group is currently engaged (among other things) in the manufacture and distribution of corn flour, corn and flour tortillas, tortilla chips, and related Mexican food products, as well as in the manufacture and/or distribution of various types of corn milling and food processing equipment; and

WHEREAS, the success of the Gruma Group depends, among other things, upon maintaining strict secrecy with respect to its manufacturing procedures and processes, manufacturing equipment, laboratory equipment and procedures, product formulas, product additives, customer lists, product types and characteristics, customer requirements, trade secrets, accounting information, cost information, research and development, sales information, internal business documentation, corporate files, and other non-public information (all of such information being hereinafter collectively referred to as “Proprietary Information”); and

WHEREAS, Promisor has requested that Promisor, and/or one or more of Promisor’s consultants, agents, employees, and/or other representatives (collectively, “Promisor’s Representatives”), be provided with access to certain Proprietary Information for use in conjunction with a study of the Gruma Group’s production of

products for sale to Promisor which is being conducted by Promisor (the "Study");

WHEREAS, the Gruma Group is willing to provide Promisor and/or Promisor's Representatives with access to certain Proprietary Information, all subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the disclosure of certain Proprietary Information to Promisor and/or one or more of Promisor's Representatives, or of Promisor or one or more of Promisor's Representatives being provided with access to certain Proprietary Information, Promisor hereby covenants and agrees as follows:

AGREEMENT

1. Proprietary Information. Promisor and/or Promisor's Representatives may disclose the Proprietary Information to such (and only to such) of Promisor's Representatives as shall have a need to know same in order to conduct the Study, and may use such Proprietary Information in conducting and analyzing the Study. Subject to the foregoing, neither Promisor nor any Promisor's Representatives shall disclose to others or use in any way any of the Proprietary Information, whether such Proprietary Information is obtained or learned by Promisor or one or more of Promisor's Representatives in connection with or as a result of reviewing any Gruma Group files or otherwise. Without limiting the generality of the foregoing, it is specifically understood and agreed that neither Promisor nor any Promisor's Representatives shall disclose any Proprietary Information to any sister divisions or affiliates of Promisor or shall use any of the Proprietary Information in conjunction with the production, distribution, or sale of tortillas. Upon the request of the

Gruma Group (and/or any one or more of its constituent entities) at any time, Promisor shall promptly deliver to the Gruma Group, without retaining any copies, notes, or excerpts thereof, all memoranda, journals, notebooks, diaries, notes, records, plats, sketches, plans, specifications, computer disks, and/or other documents or materials relating directly or indirectly to any Proprietary Information made or compiled by or delivered or made available to or otherwise obtained by Promisor or any of Promisor's Representatives. Each of the foregoing obligations shall also apply with respect to any Proprietary Information of customers, contractors, or others with which the Gruma Group (or any of its constituent entities) has a business relationship which is learned or acquired by Promisor or any of Promisor's Representatives. However, the foregoing obligations shall not apply in respect of any particular Proprietary Information to the extent that such Proprietary Information (i) was lawfully in the possession of Promisor prior to Promisor's exposure to the same through the Gruma Group; (ii) lawfully is or becomes public knowledge through no breach of this Agreement by Promisor or any Promisor's Representatives; or (iii) is lawfully provided to Promisor without restriction by a third party not under any obligation of confidentiality to the Gruma Group.

2. Promisor's Representatives. Promisor shall be liable for any breach of this Agreement by any of Promisor's Representatives.
3. Relationship. The foregoing shall not prejudice any rights of either Promisor or the Gruma Group under any written agreement relating to Promisor's relationship with the Gruma Group which may heretofore or concurrently herewith have been entered into between Promisor and any entity forming part of the Gruma Group, or which may

hereafter be entered into between Promisor and any entity forming part of the Gruma Group.

4. General. In any action at law or in equity to enforce or construe any of the provisions or rights under this Agreement, the unsuccessfully party or parties to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and actual attorneys' fees incurred therein by such successful party or parties (including, without limitation, such costs, expenses, and fees on any appeals), and if such successful party or parties shall recover judgment in any such action or proceeding, such costs, expenses, and attorneys' fees shall be included as part of such judgment. Promisor acknowledges that in the event of any breach of this Agreement, the Gruma Group could not be made whole by monetary damages. Accordingly, the Gruma Group, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to injunctions to prevent breaches of this Agreement and to orders compelling specific performance of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable in any particular situation, such circumstance shall not affect the validity or enforceability of such provision in any other situation or the validity or enforceability of any other provision of this Agreement. The provisions of this Agreement shall be binding upon Promisor and Promisor's successors and assigns, and shall inure to the benefit of (and may be enforced by) the Gruma Group, each of the entities forming a part of the Gruma Group, and each of their respective successors and assigns. No amendment or waiver of any provisions under this Agreement shall be valid unless executed in writing by the party to be bound thereby. This Agreement, and any question concerning its validity, construction, or

performance, shall be governed by the laws of the State of Victoria, irrespective of the place of execution or the place or places of performance.

IN WITNESS WHEREOF, Promisor has executed and INSERT DATE.

Company Name: **CHANDLER PACIFIC PTY LTD**

Company Address: **L9, 10 Queen Street, Melbourne, VIC 3000**

Company ABN Number: **50 138 816 618**

“Name of Promisor”:

Signature _____

Date : Time :

Name of Mission Foods Employee responsible for the visit

INSERT NAME

Signature _____

Date _____