

# ***Ceres Trading Ltd.***

20 S. Central Ave., St. Louis, MO USA

+1(314)727-4287 fax +1(314)727-1199

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## Prospective Agent / Distributor Package

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## **AGENCY / DISTRIBUTOR RELATIONSHIPS**

RIBUS, Inc. (USA) is a manufacturer of proprietary / internationally patented food ingredients, is expanding its local sales / distribution network. RIBUS is seeking several motivated sellers of specialty items. Recent growth has ranged from 30-80% annually. The product line will enhance quality / consistency of foods while reducing bottom line cost to food maker. Through its international trading partner, Ceres Trading Ltd., product is sold to and through agents outside the USA.

Goal: Add strength to strength. Enhance a strong existing agency / distribution company with additional quality / proprietary ingredients.

Opportunity:

- Provide new / patented ingredients to millers, major accounts, existing customers and new accounts
- Agent / Distributor protection
- Training, support and marketing assistance available

Agents Needed: 4-7 in each the USA, Europe and SE Asia

Products: Nu-BAKE®  
Nu-RICE®

Application Areas:

- Bakery (mixes, fresh, frozen and par-baked)
- Extrusion (snacks, cereals and pasta)

Skills Required:

- Ability to sell technical "value added" ingredients
- Technical ingredient knowledge
- Ingredient application knowledge (on staff)

Expectations:

- Rapid introduction to key buyers / prospects
- Quality trials following introduction
- Close on sales opportunities
- Efficient communication and close working relationship with RIBUS

Reasoning: RIBUS / Ceres have noted that the successful agents / distributors have a unique set of qualifications. The characteristics of successful agents / distributors include:

- aggressive nature,
- strong technical training / knowledge base (from management to field sales),
- in house technical field sales support,
- strong desire to grow and
- an organization that understands how to position / sell a "1 of a kind" product (these products are not commodities).

International Trading Partner for RIBUS, Inc.

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## **Steps to Begin a Relationship (Agency / Distributor)**

1. Obtain and review literature on RIBUS' products (via web, post, etc.)
2. Determine your area of qualification
  - a) Current knowledge base
  - b) Current customer profile / needs
  - c) Ability to introduce and support products
3. Notify RIBUS of area of interest (product and geography)
  - a) Complete the Agent / Distributor Questionnaire
4. Obtain 5-7 samples for trials
  - a) Outline proposed trial plan for RIBUS' products (obtain specific key recommendations)
  - b) Conduct trials with customers / prospects
  - c) Review results with RIBUS & customer (modify trials if required)
5. Form conclusion about the product fit for your company and your geography
  - a) Notify RIBUS of your conclusion
  - b) Reach contractual agreement, if both parties have interest
6. Receive support as a new agent / distributor
  - a) Information / literature / samples
  - b) Training / orientation / joint sales calls (visit customers with a RIBUS technician).
  - c) Host a local workshop or technical seminar for key customers / prospects. RIBUS will provide a technical representative to present the products.

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Your Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone: \_\_\_\_\_

City/Country: \_\_\_\_\_

Fax: \_\_\_\_\_

Postal Code: \_\_\_\_\_

e-mail \_\_\_\_\_

1. Product of Interest (circle) Nu-BAKE®

Nu-RICE®

2. Specific Applications of Interest (Bakery, Snack, Margarine, etc):

A. \_\_\_\_\_ B. \_\_\_\_\_ C. \_\_\_\_\_

D. \_\_\_\_\_ E. \_\_\_\_\_ F. \_\_\_\_\_

3. Describe your company:

\_\_\_\_\_  
\_\_\_\_\_

Please attach an organizational chart of key personnel

4. Current Product Areas (baking, colors, flavors, etc)

A. \_\_\_\_\_ B. \_\_\_\_\_ C. \_\_\_\_\_

D. \_\_\_\_\_ E. \_\_\_\_\_ F. \_\_\_\_\_

5. Specific Ingredients Sold (Product Type)

1. \_\_\_\_\_ 5. \_\_\_\_\_ 9. \_\_\_\_\_

2. \_\_\_\_\_ 6. \_\_\_\_\_ 10. \_\_\_\_\_

3. \_\_\_\_\_ 7. \_\_\_\_\_ 11. \_\_\_\_\_

4. \_\_\_\_\_ 8. \_\_\_\_\_ 12. \_\_\_\_\_

6. How are products sold to your clients (Existing Customers, New Market, etc)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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7. Typical Financial Terms to your customers (Advance Pay, 30 day credit, etc)

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8. Employee Information

Country	# Sales People	# Tech People	# Total
A. _____	_____	_____	_____
B. _____	_____	_____	_____
C. _____	_____	_____	_____
D. _____	_____	_____	_____

9. Type of Support Required from RIBUS.

Sales \_\_\_\_\_

Technical \_\_\_\_\_

Long Distance \_\_\_\_\_

In Country \_\_\_\_\_

Special \_\_\_\_\_

10. Unique information not previously addressed that you think Ceres Trading Ltd. should know.

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11. Key customers that you feel could benefit from these ingredients:

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

3. \_\_\_\_\_ 5. \_\_\_\_\_

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12. References from current suppliers that you represent (at least three):

	<u>Name</u>	<u>Contact</u>	<u>Phone</u>	<u>E-mail</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

13. Potential Annual Sales (in USD)

2002: \_\_\_\_\_

2003: \_\_\_\_\_

2004: \_\_\_\_\_

Please attach any additional information you would like to submit

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## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into by and between RIBUS, Inc., a State of Missouri corporation, (hereinafter referred to as "Proprietor"), CERES Trading Ltd., a Belize corporation and \_\_\_\_\_, with its principal business location of \_\_\_\_\_, (hereinafter referred to as "Recipient") and is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

WHEREAS, Proprietor has developed certain Confidential/Technical Information concerning: various food ingredients;

WHEREAS, Proprietor is the owner of the above mentioned Confidential/Technical Information;

WHEREAS, Recipient is a potential selling broker / distributor for ingredients ;

WHEREAS, Recipient will be exposed to certain confidential/technical information.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Definition of Confidential/Technical Information. The term "Confidential/Technical Information" as used herein shall mean (1) proprietary information of Proprietor; (2) information marked or designated by Proprietor as confidential; (3) information, whether or not in written form and whether or not designated as confidential, which is known to Recipient as being treated by Proprietor as confidential; and (4) information provided to Proprietor by third parties which Proprietor is obligated to keep confidential. Confidential/Technical Information includes, but is not limited to, discoveries, ideas, designs, drawings, specification, techniques, models, data, programs, documentation, processes, know-how, customer lists, marketing plans, and financial and technical information.

2. Confidential Relationship. Proprietor and Recipient have entered into a confidential relationship in order to induce Proprietor to disclose the Confidential/Technical Information. Disclosure of Confidential/Technical Information subsequent to execution of this agreement will be made in confidence. Disclosure of Confidential/Technical Information which occurred prior to execution of this agreement was made in confidence.

3. Protection of Confidential/Technical Information. Recipient agrees that it will exercise not less than the same care and procedures in maintaining the secrecy of the Confidential/Technical Information as it exercises in connection with its own trade secrets and other confidential and proprietary information. All Confidential/Technical Information, including but not limited to, any samples or prototypes provided by Proprietor to Recipient shall remain the property of Proprietor. Upon written or oral demand, Recipient shall make such Confidential/Technical Information available for pick up by Proprietor or its agent.

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4. Non-Disclosure. Recipient agrees that it will keep in strictest confidence all Confidential/Technical Information received by Recipient from Proprietor. Recipient agrees that it will not disclose to any third party the Confidential/Technical Information received from Proprietor without the prior written consent of Proprietor.

5. Non-Exploitation. Proprietor agrees that Recipient may use the Confidential / Technical Information in connection with the production of products solely for the proprietor; however, Recipient may not use the Confidential/Technical Information for any other purpose. The Confidential/Technical Information is the exclusive property of the Proprietor. Recipient did not conceive of or reduce to practice the Confidential/Technical Information. In the event that Recipient hereafter determines that it wishes to utilize the Confidential/Technical Information, for any purpose other than the initial tests referred to herein, it will negotiate with Proprietor a mutually satisfactory contract for the utilization of the Confidential/Technical Information. In any event, Recipient agrees that it will not in any respect exploit, use, manufacture or sell the Confidential/Technical Information prior to entering into a written agreement with Proprietor covering such use of the Confidential/Technical Information.

6. Disclosure to Staff. Recipient agrees that only those members of its staff who need to have access to the Confidential/Technical Information in order to perform their duties will be authorized to receive same, and then only to the extent needed.

7. Binding Effect. The provisions of this Agreement shall be binding upon the Recipient, its employees, officers, and directors and all of its corporate affiliates, including without limitation, Recipient's parent and subsidiary corporations, if any.

8. Exceptions. The term Confidential/Technical Information shall not include any information which:

- a) Is or lawfully becomes public information through no fault on Recipient's part;
- b) Is known to Recipient prior to the receipt of same under this Agreement; or
- c) Is received by Recipient from third parties who have not received the information, directly or indirectly from Proprietor under a pledge of secrecy.

9. Improvements. Any improvement(s) in the Confidential/Technical Information developed solely by Proprietor, or developed jointly by Proprietor and Recipient, shall be the sole property of Proprietor. Any improvement(s) in the Confidential/Technical Information developed solely by Recipient shall be owned by Proprietor.

10. Applicable Laws. Because of the relationship between Proprietor and RIBUS, as well as the nature of the Confidential/Technical Information, this Agreement shall be construed and enforced in accordance with the laws of Missouri, USA. Any disputes arising out of this Agreement shall be litigated in the courts of Missouri, USA.

11. Merger. This document merges all prior oral representations and agreements and therefore constitutes the entirety of the Agreement between Proprietor and Recipient. This Agreement may not be altered, modified or superseded except by subsequent written agreement executed by the parties hereto.

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12. Remedies. If the Recipient fails to abide by this Agreement, the Proprietor will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by the Recipients breach, and to any other remedies provided by applicable law.

13. Duration. The obligations set forth in this Agreement will continue for seven years (-7 years-) or as long as this information remains classified as Confidential Information.

RIBUS, Inc.

CERES Trading Ltd.

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\_\_\_\_\_

\_\_\_\_\_

J. Steve Peirce, Jr.  
President

Name: \_\_\_\_\_  
Managing Director

Name: \_\_\_\_\_  
Title: \_\_\_\_\_