



5898 Cleveland Avenue, Suite A. Columbus, Ohio. 43231. Ph. 614-818-4466

**PARTNER MEMBERSHIP AGREEMENT**

THIS MEMBERSHIP AGREEMENT, hereinafter the "Agreement," is made and entered into by \_\_\_\_\_, hereinafter the "Member," an entity formed and governed by the laws of the State of \_\_\_\_\_ with its principle place of business in \_\_\_\_\_ and Heartland Agdeavor Association, hereinafter "Heartland Agdeavor" an Ohio Corporation with its principle place of business in Columbus, Ohio.

WHEREAS, the purpose of Heartland Agdeavor is to investigate the feasibility of agricultural value added opportunities by conducting feasibility studies for agricultural value added activities, facilitating the development plan for projects identified by feasibility studies, and facilitating access to seed capital and venture capital for the establishment of agricultural value added businesses ("Value Added Business"); and

WHEREAS, the Member, a non-governmental entity, corporation, association or other legally organized entity, whose mission statement, business activities or business objectives further in a positive way the goal of enhancing agricultural and farming profits desires to join Heartland Agdeavor as a Partner member subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

**Term.** Upon approval of membership by Heartland Agdeavor and payment of the initial membership fee, the term of this agreement shall be deemed to commence on the date it was signed by the Member, "Commencement Date" and be in effect for a one year term and shall be automatically renewed for additional one-year terms, subject to the right of either party to terminate the agreement as provided herein.

**Initial Membership Fee.** In consideration for the membership benefits outlined herein, each member of Heartland Agdeavor shall pay an initial membership fee to be determined according to the initial membership fee schedule set forth in the following chart:

Category 1	For Profit Partners with Annual Sales Over \$25 Million	Fee \$5,000
Category 2	For Profit Partners with Annual Sales Over \$15 Million, But Under \$25 Million	Fee \$4,000
Category 3	For Profit Partners with Annual Sales over \$5 Million, But Under \$15 Million	Fee \$3,000
Category 4	For Profit Partners with Annual Sales Under \$5 Million	Fee \$2,000
Category 5	For Non-Profit Partners with Memberships of less than 150 Members	Fee \$800
Category 6	For Non-Profit Partners with Memberships of 151 to 400 Members	Fee \$1,000
Category 7	For Non-Profit Partners with Memberships of 401 to 800 Members	Fee \$2,000
Category 8	For Non-Profit Partners with Memberships of 801 to 2,000 Members	Fee \$4,000
Category 9	For Non-Profit Partners with Memberships of more than 2,000 Members	Fee \$5,000

**Member Category and Initial Membership Fee.** The parties agree that the Member falls into Member Category \_\_\_\_ described in the Membership Fee chart. Accordingly, the Member's initial membership fee is \$ \_\_\_\_.

**Method of Payment of Initial Membership Fee.** The Member shall pay the initial membership fee in cash upon execution of this Agreement by the Member.

**Annual Membership Fee.** In consideration for the membership benefits outlined herein, each member of Heartland Agdeavor shall pay an annual membership fee of \$200.00.

**Annual Membership Fee Payment Schedule.** The annual membership fee for the first year shall be submitted upon execution of this Agreement by the Member. The annual membership fee for subsequent years shall be due and payable to Heartland Agdeavor within thirty days from the commencement date of each subsequent year.

**Rules and Regulations.** Member agrees to observe and comply with the Articles of Incorporation, By-Laws, Rules and Regulations of Heartland Agdeavor as the same may be modified from time to time.

**Voting.** Partner Members are entitled to vote on each question that may be presented to the members, provided that membership is in good standing at the time of the vote.

**Protection of Trade Secrets and Confidential Information.** Member understands that the nature of the assistance provided to potential Value Added Businesses may make available to Member the trade secrets, confidential information, patent, copyright and other intellectual property of a potential Value Added Business. Member agrees to preserve the trade secret and confidential information of both Heartland Agdeavor itself and the trade secret and confidential information which is entrusted to Heartland Agdeavor by potential Value Added Businesses. Such information includes the whole or portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, which is the subject of reasonable efforts to maintain its secrecy and which derives independent economic value, actual or potential, from not being generally known to or ascertainable by proper means by persons who can obtain economic value from its disclosure or use. Member further agrees not to furnish or disclose, to any person not privileged to have it, any confidential information received by the Member in the course of its Heartland Agdeavor membership. Member acknowledges and agrees that this covenant survives termination of the Membership Agreement.

**Use of trade secrets acquired as a Member.** Member agrees that, during its membership and for one year thereafter, it will not use, sell, barter or otherwise disseminate any trade secrets acquired during or as a result of its membership in Heartland Agdeavor for the benefit of itself or others.

**Notification of Changes.** Member agrees to notify Heartland Agdeavor without delay when a change occurs in the Member's name, address, telephone, e-mail address or other contact information.

**Assignment.** Membership is not intended to be transferred, as such a Member may not assign its rights or obligations under this Agreement to another individual or entity without the prior approval of Heartland Agdeavor.

**Modification.** This Agreement may be modified with the mutual consent of the parties provided such modification is in the form of a written amendment to this Agreement and signed by the parties hereto. Heartland Agdeavor may unilaterally provide notice to Member of any proposed modifications not less

than thirty days prior to the anniversary of the Commencement Date, Member acknowledges that its renewal of membership indicates consent to any modifications.

**Termination by Member.** This Agreement may be terminated by the Member whenever Member determines that such action is in its best interest. Termination shall be effected by delivery of written notice upon Two Nationwide Plaza P.O. Box 182383 Columbus, OH 43218-2383 specifying the date upon which such termination shall become effective, not less than thirty days prior to the effective date of such termination. Heartland Agdeavor shall be entitled to retain the full annual membership fee for the year in which termination has occurred.

**Termination by Heartland Agdeavor.** Membership may be terminated by Heartland Agdeavor if a member has breached any contract with Heartland Agdeavor, including but not limited to breaching confidentiality or non-disclosure agreements or participating in the unauthorized release of intellectual property; or if a member has failed to pay any required membership fees or dues or otherwise become ineligible for membership; or the member ceases to exist as a legal entity and leaves no successor; or the member has intentionally or repeatedly violated any provision of this Agreement, Heartland Agdeavor's Articles of Incorporation or Heartland Agdeavor's By-Laws. Heartland Agdeavor shall be entitled to retain the full annual membership fee for the year in which termination has occurred.

**Effect of Termination.** Upon termination of membership, whether voluntary or otherwise, all of the rights and privileges of a Member of Heartland Agdeavor shall cease. Obligations under confidentiality, non-disclosure and other similar covenants expressly survive termination and Member agrees to observe and abide by the same.

**Governing Law.** This Agreement shall be deemed to have been made and accepted in Franklin County, Ohio, and the laws of the State of Ohio shall govern any interpretation or construction of the Agreement.

**Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties have the right to request immediate, temporary and preliminary injunctive relief from a court of competent jurisdiction. Such a request shall not be deemed a waiver of the right to compel arbitration on that or any other issue arising out of or relating to this Agreement. Any legal action for injunctive relief shall be commenced and prosecuted in the courts of Franklin County, Ohio, or in the Federal District Court for the Southern District of Ohio, Eastern Division. Each party hereby submits to the personal jurisdiction of said courts and waives the right to change the venue specified in this paragraph.

**Waiver.** The failure of any party to enforce compliance with this Agreement or to exercise any power conferred by this Agreement shall not invalidate this Agreement or constitute a waiver of the power or authority which has not been exercised.

**Severability.** A declaration or judgment by a court or other competent judicial authority that any term of this Agreement is invalid or unenforceable shall not affect the remainder of this Agreement, which shall continue in full force and effect.

**Effect of Paragraph Headings.** Paragraph headings used herein are intended for reference purposes only and do not constitute a substantive part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date set forth below each signature.

**Heartland Agdeavor is not itself offering securities, effecting transactions in securities, soliciting any person to purchase or acquire securities from any other party or handling funds or extending credit or other financial accommodations in connection with any offer and sale of securities. Any transaction or other relationship between any person who is a recipient of this communication and any other party, including any cooperative or other organization seeking to establish a value-added agricultural project, is the sole responsibility of such parties.**

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member Printed Name

\_\_\_\_\_  
Member Printed Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Member Printed City, State, Zip code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Heartland Agdeavor Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title