

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT entered into this [REDACTED] day of [REDACTED], by and between Medinah

[REDACTED] (“Medinah”) and [REDACTED].

WITNESSETH

WHEREAS, Medinah and [REDACTED] wish to discuss matters of a confidential nature related to projects (“Projects”), with the intent of acquiring a working knowledge of Medinah.

AND

WHEREAS, Medinah and [REDACTED] wish to discuss matters of a confidential nature and related to the said Projects, as well as to regulate the disclosure by Medinah and [REDACTED] of the said data and information pertaining thereto, which includes, but is not necessarily limited to, geological data, maps, interpretations, commercial, contractual and financial information, banking and security trading data, (“Confidential Information”).

AND

WHEREAS, Medinah and [REDACTED] are entering an agreement for the sale of [REDACTED].

AND

WHEREAS, the parties recognize security disclosure obligations, no disclosure of the parties identify or news releases shall be published by any of the participants identifying the parties to the sale without the express written consent of all parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, MDMN and [REDACTED] (which are sometimes referred to hereinafter separately as “Party” and collectively as “Parties”) do hereby agree as follows:

1. The Party making the disclosure is hereinafter referred to as the “Disclosing Party”, and the Party receiving such information is hereinafter referred to as the “Receiving Party”.
2. In consideration of the disclosure referred to in Paragraph 1 above, each Receiving Party agrees that the Confidential Information will be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or reproduction, without the Disclosing Party’s prior written consent, except as otherwise specifically provided herein.
3. [REDACTED] hereby attests and acknowledges that neither they, their [REDACTED] nor any of their affiliates or associates have ever had or presently maintain either a long or short position in MDMN.

4. The Receiving party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent such information:
 - a) Is already known to the Receiving Party as of the date of the disclosure hereunder; or
 - b) Is already in possession of the public or becomes available to the public other than through the act or omission of the Receiving party; or
 - c) Is acquired independently from a third party that represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party.
5. The Receiving Party shall be entitled to disclose the Confidential Information without the disclosing Party's prior written consent to such of the following persons who have a clear need to know in order to evaluate any of the Projects:
 - a) Any professional consultant or agent retained by the Receiving Party or Affiliate for the purpose of evaluating the Confidential Information; or
 - b) Any bank or financial institution financing the Receiving party's participation in any of the Projects, including any professional consultant retained by such bank or financial institution for the purpose of evaluating the Confidential Information.

Prior to any disclosures to persons under subparagraphs (a) and (b) above, the Receiving Party shall obtain an undertaking of confidentiality, in the same form and content as this Agreement, from each such person.
6. The Receiving Party and the Disclosing Party shall only use the Confidential Information disclosed hereunder to evaluate the Projects and financing/marketing capabilities.
7. The Receiving Party and the Disclosing Party shall be responsible for ensuring that all persons to whom the confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person.
8. The Confidential Information shall remain the property of the Disclosing Party, and the disclosing Party may demand the return thereof any time upon giving written notice to the Receiving Party. Within 20 days of receipt of such notice, the Receiving Party shall return all of the original Confidential Information and shall destroy all copies and reproduction (both written and electronic) in its possession and in the possession of persons to whom it was disclosed pursuant to Paragraph 4 above.
9. The Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder, and the Receiving Party expressly acknowledges the inherent risk of error in the acquisition, processing and interpretation of said data.
10. The obligations set forth in this Agreement shall terminate two (2) years after the effective Date of the Agreement.

11. This Agreement shall be governed by and interpreted in accordance with the laws [REDACTED].

12. Nothing contained herein is intended to confer upon the Receiving Party any exclusive right to the Confidential Information during the term of this Agreement.

13. No amendments, changes, or modifications to this Agreement shall be valid unless the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

14. Any controversy or claim arising out of or relating to this Agreement involving the construction or application of any of the terms, covenants, or conditions hereof shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the [REDACTED].

15. This Agreement comprises the full and complete Agreement of the Parties hereto with respect to the matters contained herein, and supersedes and cancels all prior communications, understandings, and agreements between the parties hereto, whether written or oral, expressed or implied.

16. The parties to this Agreement acknowledge that they have each carefully read and reviewed this Agreement with their respective Counsel and, therefore, agree that the rule of construction that ambiguities shall be construed against the drafter shall not be applicable.

17. This Agreement shall be binding upon the parties hereto, their successors and assigns, officers, directors, shareholders, employees, principals and agents, whether disclosed or undisclosed, affiliates, and any other person or entity with whom they may be acting in concert with regard to the acquisition of any interest in any of the Projects, or the use of the Confidential Information.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

Medinah [REDACTED] For Disclose [REDACTED]

By: [REDACTED]

By: [REDACTED]

Title: [REDACTED]

Title: Vice President

Date: [REDACTED]

Date: [REDACTED]