

CONFIDENTIALITY, NON-CIRCUMVENTION AND NONDISCLOSURE AGREEMENT

This **CONFIDENTIALITY, NON-CIRCUMVENTION AND NONDISCLOSURE AGREEMENT** ("Agreement"), effective as of _____, by and between Global Minerals Position, LLC, a Wyoming limited liability company ("GMP" or "Disclosing Party"), and _____, a _____ ("Counterparty" or "Receiving Party").

WHEREAS, GMP or its affiliates and Counterparty or its affiliates intend to enter into certain discussions pertaining to their business, operations and assets either in furtherance of evaluating the possibility of entering into a formal business arrangement or Transaction (as later defined) or in the ordinary course of business dealings, and in the course thereof each party will divulge certain Confidential Information; and

WHEREAS, each party wishes to protect and preserve its rights with regard to its Confidential Information.

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

1. Definitions.

"Confidential Information" shall mean all information, whether written, oral, electronic, visual, or in any other form, that is provided or disclosed by the Disclosing Party to the Receiving Party on or after the date hereof in connection with the Transaction, including without limitation: (a) technical information such as research, developments, specifications, technology, formulas, algorithms, trade secrets, methods, know-how, techniques, processes, samples, data, drawings, and patents (whether pending or duly registered); (b) business information such as business plans, financial statements, market reports, pricing information, customer lists, buyers, suppliers, distributors, marketing strategies, and sales data; (c) any written or oral communications; and (d) any other information that is marked as confidential or that a reasonable person would understand to be confidential or proprietary in nature given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any item of information or data which: (i) is within the public domain prior to the time of disclosure or thereafter becomes within the public domain other than as a result of disclosure by Receiving Party or any of its affiliates and affiliated funds and its and their respective officers, directors, employees, advisors (including but not limited to attorneys, consultants, accountants and financial advisors), insurers, potential debt or equity financing sources (including limited partners, in each case only with GMP's prior written consent), and representatives (those of the foregoing that solely need to know Confidential Information in order to assist the Receiving Party in its evaluation of the Transaction, collectively, "Representatives) in violation of this Agreement; (ii) was lawfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by the Receiving Party's written records, and was not acquired directly or indirectly from the Disclosing Party or from a third party under an obligation of confidentiality to the Disclosing Party; (iii) is acquired by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) was independently developed by employees or agents of Receiving Party without use of or reference to any

Confidential Information received under this Agreement, as can be demonstrated by competent written evidence created contemporaneously with such development.

“**Termination Date**” shall refer to three (3) years from the date of this Agreement, subject to Section 9.

“**Transaction**” shall mean any and all discussions, negotiations, due diligence activities, and potential business arrangements between the Parties in connection with their respective business operations or assets, including but not limited to evaluating the possibility of entering into a formal business relationship, joint venture, acquisition, investment, or other commercial arrangement, or conducting business dealings in the ordinary course.

2. **Use and Disclosure of Confidential Information.** The Receiving Party agrees that except as otherwise herein permitted, without the prior written consent of the Disclosing Party, which consent may be withheld for any reason, it shall use the Confidential Information only for the purposes of the discussions to be held with the Disclosing Party concerning the Transaction. The Receiving Party shall not use Confidential Information to the detriment of GMP, for its own benefit nor for the benefit of any third-party, or for any other purpose.

3. **Protection of Confidential Information.** The Receiving Party shall maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties to protect the confidentiality of its own proprietary and confidential information. If the Receiving Party is legally compelled to disclose any Confidential Information to satisfy any legal demand by a competent court of law or any governmental body, Receiving Party may do so; provided that, to the extent legally permissible, the Receiving Party notifies the Disclosing Party of the requirement and affords the Disclosing Party, at Disclosing Party’s cost, reasonable aid in seeking a protective order or other legal remedy to maintain the Confidential Information in confidence.

4. **Non-Circumvention.** Each party agrees that it shall not, directly or indirectly, circumvent, avoid, bypass, or obviate the other party in any transaction, relationship, or opportunity introduced or made known by the other party in connection with this Agreement. Without limiting the foregoing, neither party shall contact, negotiate, or enter into any agreement with any individual or entity introduced by the other party without the prior written consent of the introducing party.

5. **No Exportation of Confidential Information.** The Receiving Party shall not export, directly or indirectly, any United States source technical data, acquired from the other party hereto or any company affiliated with that party or any direct product of that data, to any country for which the United States government or any agency of that government at the time of export requires an export license or other governmental approval without first obtaining that license or approval when required by applicable United States law. This obligation shall survive any termination or expiration of this Agreement, and shall be independent of any other obligations, any limitations thereon, and any exceptions thereto, which may be stated elsewhere in this Agreement.

6. **No Joint Venture or Partnership.** Nothing in this Agreement shall be construed to place the Parties in the relationship of partners, joint venturers or principal and agent. The Parties hereto have negotiated and entered into this Agreement solely as independent contractors, and no employer-employee relationship exists or shall be deemed to exist between them.

7. **No Additional Rights.** Nothing in this Agreement shall be construed as granting or implying any right to use any other intellectual property rights of the Disclosing Party, and does in no way grant any right to the Receiving Party in any intellectual property rights of the Disclosing Party.

8. **Disclosure of Relationship.** Neither party shall disclose to any third-party the relationship or potential for a relationship between the Parties or the existence of this Agreement, its terms or conditions, nor the Transaction contemplated hereby without the prior review and written consent of the other party, unless so required by law, rule, regulation, order or legal process.

9. **Term.** The term of this Agreement shall be three (3) years from the date of this Agreement (the "Termination Date"); provided, however, that, notwithstanding the expiration or any earlier termination hereof, the Receiving Party's obligations of confidentiality, non-circumvention and non-use of Confidential Information shall continue for a period of three (3) years following the date of disclosure of the Confidential Information, and confidentiality for trade secrets shall continue for as long as protected as trade secrets under applicable law.

10. **Return or Destruction of Confidential Information.** Upon the earlier of the Termination Date or a written request the Disclosing Party, the Receiving Party shall either return the Confidential Information to the Disclosing Party or destroy such documents in its possession or control, and cause its Representatives to do the same. If any Confidential Information is stored in electronic form, it shall be promptly and permanently deleted. Upon request of the Disclosing party, the Receiving Party shall certify in writing such destruction or return of Confidential Information.

11. **Governing Law; Forum Non-Conveniens.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict-of-laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts of competent jurisdiction located in Laramie County, Wyoming, or, if federal jurisdiction exists, in the United States District Court for the District of Wyoming. Each party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on improper venue or forum non conveniens. Each party further agrees that service of process in any such action or proceeding may be effected by certified mail or any other manner permitted by Wyoming law.

12. **Immediate Relief for Breach.** The Parties agree that any violation of this Agreement would cause immediate and irreparable harm to the Disclosing Party, and the Disclosing Party shall be entitled to injunctive relief in addition to all available legal remedies, as well as to be reimbursed for its litigation fees and expenses by the breaching party.

13. **Notice.** Any notice or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such party by certified first class mail,

postage prepaid, or by courier service, addressed to it at its address below, or by electronic delivery, return receipt requested at the email address listed below, or such other address as it shall designate by written notice given to the other party:

GMP:

Global Minerals Position, LLC
c/o GMP Management, LLC
6283 Park S Dr.
Suite 114, #201
Bessemer, Alabama 35022
Email: info@globalmineralsposition.com

COUNTERPARTY:

Name:

c/o

Address:

Address:

Email:

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together which shall constitute one and the same document. Facsimile, and electronic signatures shall be valid and binding on the Parties hereto.

15. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof; provided, however, that this Agreement is not intended to, and shall not, supersede or modify the Private Placement Memorandum, the Subscription Agreement, the Operating Agreement, or any other offering documents delivered in connection therewith.

16. **Amendments.** Any amendment hereto must be in writing and signed by both parties.

17. **No Assignment.** Any assignment of this Agreement or any interest therein by either party without the other party's written consent having first been obtained shall be void and of no effect.

18. **Waiver.** Any waiver by either party of any of its rights hereunder must be in writing and shall not be deemed to be a continuing waiver or shall operate as a waiver of any other current or any future rights of such party unless so specified in such writing. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

19. **Liability.** Prior to providing access to or disclosing Confidential Information to Representatives, the Receiving Party shall cause each of its Representatives to be bound by written confidentiality obligations (including by joinder or separate agreement) no less protective than those set forth herein. the Receiving Party shall be responsible and liable for any breach of this Agreement by any of its Representatives as though committed by the Receiving Party itself. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS) ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

20. **No Warranty.** All Confidential Information is provided "AS IS" and without any express or implied representations or warranties regarding accuracy, operability, use or fitness for a particular purpose, and each party agrees that the use of or reliance on any Confidential Information is done solely and exclusively at its own risk.

21. **Severability; Modification.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement may not be altered or amended, nor any rights hereunder waived, except by a written agreement executed by the Parties hereto.

22. **Attorney Fees and Costs.** The prevailing party shall have the right to collect from the other party its reasonable attorneys' fees and costs and expenses incurred in enforcing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the day and year first hereinabove stated.

GLOBAL MINERALS POSITION LLC,
A Wyoming limited liability company
By: GMP Management, LLC, its Manager

By: _____
Name:

Title:

COUNTERPARTY:

By: _____
Name:

Title: