

MUTUAL CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT (this “*Agreement*”), effective as of _____, 20__ (“*Effective Date*”), is by the parties defined in the signature block for this Agreement. Each of the persons signing this Agreement shall individually be referred to as a “*Party*” and collectively as the “*Parties*”.

RECITALS

WHEREAS, one or more of the parties hereto has established special relationships with certain parties with unique and proprietary technology, processes and materials relating to certain metals (“*Opportunities*”);

WHEREAS, the Parties desire to work together in possible transactions or business arrangements concerning such Opportunities (each, a “*Transaction*” by virtue of any prior, current or future relationship or introduction made by any Party hereto);

WHEREAS, the Parties shall share confidential information among each other to further the Transaction and that such sharing of information must remain protected and confidential; and

WHEREAS the Parties agree not to circumvent each other regarding the Transaction and the parties of the others introduction and choose to have their understanding in these regards documented;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree to the following terms and conditions:

AGREEMENT

1. Confidentiality and Non-Disclosure.

(a) Protected Information. The term “Protected Information” means information not generally known to the public relating to a Party’s client and/or agent of a party, business or affairs, which may include customer or contact list, source of business, prospects or projections, business operations, plans to develop and expand its business operations, data, processes, technical information, financial and marketing information or any other proprietary or confidential matter or trade secrets (the “*Protected Information*”). The Parties acknowledge that the Protected Information may be written, oral, graphic, pictorial, recorded, stored on computer discs, hard drivers, servers, magnetic tape, digital, information constituted valuable, special or unique assets that were developed or obtained through investment of significant time, efforts and expense, and that access to such information would not be possible but for the relationship of the Parties hereunder.

(b) Obligations Regarding Protected Information. The Parties will cooperate to develop and maintain a Schedule identifying and logging the Protected Information. Each Party will treat all Protected Information received from the other Party as confidential and specifically shall: (i) not use any portion of the Protected Information for any purpose other than for the consideration of entering into the Transaction with the other Party; (ii) not disclose that portion of Protected Information to any third party without prior written consent of the disclosing Party; (iii) limit dissemination of that portion of the

Protected Information to those of its employees, officers and directors that have a need to know of that portion of Protected Information for purpose of considering entering into the Transaction with the disclosing Party.

(c) Exceptions to Obligations. The Parties agree that the obligations set forth in Section 1(b) will not extend to any portion of the Protected Information which: (i) is within the public domain or has been publicly disclosed, or enters into the public domain through no fault or wrongful act of the receiving Party; (ii) was in the unrestricted possession of the receiving Party; (iii) is received from a third party not under an obligation of confidentiality or non-circumvention to the disclosing Party; or (iv) is independently developed by or for the receiving Party by an individual or entity who has had no access to that portion of Protected Information.

(d) Return of Information. Unless the Transaction or other business arrangement is entered into, each Party agrees to destroy, with written confirmation, all Protected Information upon conclusion of the evaluation of entering into the Transaction or other business arrangement or upon the specific request of the Party.

(e) No Obligation. No Party to this Agreement is under any obligation, expressed or implied by this Agreement, to disclose any Protected Information to the other, or to enter into any additional agreements or contracts with the other.

(f) No Rights in Protected Information. The Parties agree that disclosure of Protected Information under the Agreement shall not constitute any grant, option, or license to the other Party under any patent, trade secrets or other rights now or hereafter held by either Party.

2. Non-Circumvention.

(a) Duty to Act Honorably. The Parties to this Agreement agree not to misrepresent, circumvent, avoid, bypass or obviate each other in any manner, directly or indirectly, to avoid payment of fees, commission or any other obligation in any way involving the Protected Information disclosed pursuant this Agreement, or any Transaction contemplated hereunder or other business arrangement arising out of or connected in any way to the Protected Information.

(b) Further Honorable Acts. Commencing with the date of the execution of this Agreement, the Parties agree to not make any contact with, solicit or otherwise be involved in any Transaction(s) with regard to any Contact that the other Party introduces, without the express written permission of the introducing Party. It is agreed that the Protected Information, including but not limited to the contact information introduced by either of the Parties to the other is the exclusive property of the introducing Party, unless the other Party proves that they have had prior business involvement and written and/or email communication with said contact or contact's agent/s. The Parties agree to not communicate with, negotiate or participate in any Transaction or funding with any party introduced and included as Protected Information, without the other Party's involvement and written agreement. The Parties agrees to copy each other on all written and/or email communication to and from the Parties client, and/or the client's Agent/s. This applies to all Transaction(s) entertained by the parties hereto, including subsequent, follow-up, repeat, extended, or renegotiated Transaction(s) as well as the initial Transaction(s), and any future Transactions, regardless of the success of the project.

(c) Obligation Regarding Protected Information. In the event of any circumvention, either directly or indirectly, damages shall be deemed to be not less than the maximum services fees the Party would have realized from each and every Transaction plus all legal expenses, including reasonable attorney's and other professional fees in the recovery of such funds. The Party's legal rights and remedies are cumulative and provisions contained herein are not exclusive.

The Parties intend to follow this Agreement with a Professional Services/Consulting Agreement that will provide terms of compensation for Transactions realized as a result of the Parties introducing and cultivating their Protected Information and applying their business management and mergers and acquisitions skills. In the event that a Party's source will not allow the Professional Services Financial Consulting Agreement compensation to be wholly paid at the closing of the funding, the Parties and/or client of the Parties agree to not consummate funding with the other Party's Lender/Investor/Buyer/Licensee source without the written agreement of the introducing Party. In that event, the terms regarding the entitlement and division of any fees and equities due are agreed as follows:

(a) Payment will always be made in U.S. Dollars except when the Parties agree in writing to accept a substitute form of payment prior to any Transaction described above in this Agreement being consummated, closed, completed and/or the like.

(b) Any and all fees due to any Party to this agreement shall be paid at the time of closing and disbursed from a third party account/source set up for the said Transaction. If such payment is in the form of any recordable document, then all appropriate and complete documentation necessary to properly and legally record such Transaction shall be executed concurrently with the closing of any Transaction as described above in this Agreement.

3. Term. The ("**Term**") of this Agreement shall commence as of the Effective Date hereof and be effective for no less than three (3) years if no Transaction is realized and extend as long as the Parties are working diligently to consummate a Transaction originated during the Term, and shall survive the last Transaction for a period of three (3) years after the close of the last of such Transactions originated during the Term. This Agreement is to be fully applicable to any and all Transactions, present and future, resulting from each introduction, including any and all subsequent, follow-up, repeat, extended, renegotiated and new Transactions as well as initial Transactions that occur during the term of this Agreement.

4. Injunctive Relief. Each Party acknowledges that any breach, actual or threatened, of any stay term or condition of this Agreement by it will cause immediate and irreparable harm to the other Party. The other Party will therefore be entitled to seek immediate injunctive relief from a court of competent jurisdiction without having to prove irreparable harm and the alleged breaching Party shall stipulate to such court that such irreparable harm exists. Each Party may seek appropriate damages and appropriate injunctive relief and any other remedy available to it based upon a breach by the other Party with proof of all elements for such remedy, except irreparable harm. The non-breaching Party's legal rights and remedies are cumulative and the provisions contained herein are not exclusive. In the event of disclosure or circumvention by any party covered by this Agreement, it is agreed and guaranteed that a legal monetary penalty equal to the maximum fee or profit the circumvented party should have realized in and from such transaction,

including, but not limited to, punitive damages and the like shall and will be paid by the party engaged in such disclosure or circumvention.

5. Indemnification. Each Party shall indemnify, defend and hold the other Parties harmless from and against all claims, demands, suits, liabilities, damages, and cost incurred, including attorneys' and other professional fees as a result of any breach of this Agreement or any errors, omissions, deceit, or fraudulent acts resulting from the use of the Protected Information of such Party.

6. Parties and Authority. The covenants of the Parties hereunder are made on behalf of themselves and of their respective companies, affiliates, subsidiaries, agents, representatives, officers, directors, employees, members, managers and partners, if any. By our signatures we confirm that we have full authority to execute this Agreement. By signatures and execution of this Agreement, each of the named Parties agree that any corporation, firm, company, individual and/or the like in which either signee is a principal, member, partner, or proprietor and/or for which the signee is an agent, officer, employee, or the like is bound by this Agreement.

7. No Warranty. No Party makes any warranty of any kind, express or implied, with respect to the Protected Information, including but not limited to, its profits of the disclosure of any Protected Information. Any and all Protected Information is provided "as is" and is not warranted to be complete or 100% accurate.

8. Non-Wavier/Severability. A waiver of any right under this Agreement by a Party on any occasion shall not in any way constitute a waiver of such right or any other right on any other occasion. In the event any provision of this Agreement is determined to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement, and the Parties shall substitute for the invalid provision a provision which closely approximates the intent and economic effect of the invalid provision.

9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties named herein and their representatives and heirs, personal representatives, successors and/or assigns. No Party may assign this Agreement without the other Party's written approval. Any unapproved assignment shall be null and void.

10. Independent Contractor / No Joint Venture. It is understood that each party is an independent contractor and no agency relationship is created by this Agreement. Each party is responsible to pay its own withholding, unemployment compensation, worker's compensation, social security and/or other similar Federal, state, or local taxes. No Party shall become or be deemed to be a partner or a joint venture with the other Party by reason of the provision of this Agreement.

11. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Washington without reference to conflict of laws principles. All disputes arising from or related to this Agreement shall be adjudicated in the exclusive jurisdiction of the State and Federal Courts located within the State of California and the Parties hereby

consent to such jurisdiction for claims arising out of or relating to this Agreement, or breach of this Agreement. The prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.

12. Modification. The Parties agree that this Agreement shall be modified only by further written Agreements by the Parties.

13. Integration. The Parties agree that this Agreement constitutes the entire Agreement and the understanding of the Parties concerning the subject matter hereof and this Agreement supersedes all previous communications, proposals, representations and agreements, whether oral or written, relating thereto. The Parties Agree that this Agreement can be executed by facsimile and/or with digital signature and in counterparts, each of which will be original, but all of which together shall constitute one Agreement.

14. Affiliates and Subsidiaries. The Activity and Transactions contemplated as a result of the Parties executing this Agreement can involve partners, affiliates and subsidiaries of the Parties.

15. Notices. All notices, demands, or other communications under this Agreement shall be in writing and shall be deemed given if served personally or sent by fax, email, overnight courier, or certified mail, postage prepaid, and addressed to the known individual or corporate addresses.

16. No Waiver of Rights. Either Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the Party against whom enforcement is sought.

IN WITNESS WHEREOF, each Party hereto acknowledges that the representative named below has the authority to execute this Agreement on behalf of the respective Party to form a legally binding contract as of the Effective Date and has caused this Agreement to be duly executed on its behalf.

Voir Tech Energy

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date _____