

MUTUAL CONFIDENTIALITY AGREEMENT – NDNCA

This **MUTUAL CONFIDENTIALITY AGREEMENT** (the “Agreement”), is made effective as of 20th July 2021 (the “Effective Date”), by and between,

(Country) Company, mailing address

and the Southern Cherokee Nation and the Red Fire People (State of SCNRFP), an International Independent Recognized Sovereign Neutral Nation and State, People of the Heart Society (POH Society – POHS), a state-owned company of the Southern Cherokee Nation and the Red Fire People (State of SCNRFP), an International Independent Recognized Sovereign Neutral Nation and State, and the NNIA Treaty – Convention and all the members of the NNIA, a sovereign international intergovernmental alliance, located within the Nation and State Sovereign Jurisdictional Boundaries: DPL Offices, Foreign Territories, Sovereign and Treaty Boundaries) (each a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, each Party to this Agreement possesses certain confidential and/or trade secret information which such Party considers to be confidential and proprietary; and

WHEREAS, the Parties would like to disclose such information to each other for the sole purpose of discussions regarding the feasibility of a potential business relationship (the “Discussions”) subject to the terms and conditions of this Agreement; and

WHEREAS, the Party disclosing confidential information shall be referred to as the “Disclosing Party”, and the Party receiving confidential information shall be referred to as the “Receiving Party”.

NOW, THEREFORE, the Parties do agree as follows:

1. “Confidential Information” shall include, but not be limited to, the terms and conditions of this Agreement, ideas and plans, materials, information and material pertaining to standard operating procedures, research and development activities, product and development activities, regulatory applications or submissions, existing or contemplated products or inventions, improvements, devices, know-how, processes, formulas, formulations, trade secrets, commercialization or licensing activities and strategies, manufacturing plans and activities, protocols, natural and manmade, details of the Disclosing Party’s relationships with third parties, and other non-public or proprietary information applicable to the business of the Disclosing Party or the business of the Disclosing Party’s customers, affiliates, licensors, licensees or collaborators.

2. The Disclosing Party shall disclose to the Receiving Party certain Confidential Information in its possession which is, in the Disclosing Party's sole discretion, necessary or useful for the performance of the Discussions herein described. Confidential Information may be disclosed in oral, visual, electronic, or written form. Any information which by its nature is confidential and would be judged so under a reasonable standard or is disclosed or provided under circumstances reasonably indicating it is confidential or proprietary shall be considered Confidential Information regardless of whether the Disclosing Party has marked the Confidential Information "Confidential" or otherwise provided a written notice confirming the confidentiality of the information. All such Confidential Information shall at the Disclosing Party's request be returned to the Disclosing Party; provided, however, that one (1) copy may be retained by the Receiving Party for the sole purpose of evidencing the Receiving Party's obligations under this Agreement.

3. The Receiving Party agrees to keep such Confidential Information in strict confidence and to not disclose it to any third party, or otherwise use such Confidential Information for any purpose other than for the performance of the Discussions herein described without the prior written consent of the Disclosing Party. Accordingly, the Receiving Party agrees to treat the Confidential Information which it receives as it would its own proprietary information and to take all reasonable precautions to prevent the unauthorized disclosure to any third party of the Confidential Information which the Receiving Party receives hereunder.

4. The Receiving Party shall limit access to Confidential Information received hereunder to the affiliates, agents or employees of the Receiving Party to whom disclosure of Confidential Information is necessary for the purpose of the Discussions and who are bound by similar obligations of confidentiality and non-use to the Receiving Party.

5. The above notwithstanding, the Receiving Party's obligation of confidence with respect to the Confidential Information disclosed hereunder shall not include the following:

- a) Information which, at the time of disclosure to the Receiving Party is published, known publicly or is otherwise in the public domain and can be demonstrated as such;
- b) Information which, after disclosure to the Receiving Party is published or becomes known publicly or otherwise becomes part of the public domain, through no fault of the Receiving Party;
- c) Information which, prior to the time of disclosure to the Receiving Party, is known to the Receiving Party, as evidenced by its written records;
- d) Information which has been or is disclosed to the Receiving Party in good faith by a third party who was not, or is not, under any obligation of confidence or secrecy to the Disclosing Party at the time said third party discloses to the Receiving Party;
- e) Information which is independently developed by the Receiving Party without the aid, application or use of the Confidential Information.

6. In case the Receiving Party is required to disclose any Confidential Information received hereunder to comply with laws, regulations or court order, the Receiving Party may disclose such Confidential Information only to the extent necessary for such compliance; provided, however, that the Receiving Party shall give the Disclosing Party reasonable advance written notice of such disclosure and shall use its best efforts to secure the confidential treatment of the Confidential Information to be disclosed.

7. The Disclosing Party retains all right, title and interest in and to its Confidential Information, and the Receiving Party will not acquire any rights in or to the Disclosing Party's Confidential Information. No license under any trademark, patent, copyright or other intellectual property right of the Disclosing Party is either granted or implied under this Agreement.

8. The obligations of confidentiality and non-use set forth under this Agreement shall remain in effect for a period of seven (7) years from the Effective Date hereof.

9. Each Party warrants (i) that it is permitted to enter into this Agreement and (ii) that the terms of this Agreement are not inconsistent with any other contractual obligations (express or implied) that it may have, and (iii) that all evaluations conducted under the Discussions will comply with all applicable laws, regulations and government rules.

10. ALL CONFIDENTIAL INFORMATION IS DISCLOSED WITH NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, THE DISCLOSING PARTY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, RESULTS OF THE USE OR APPROPRIATENESS OF THE USE OF CONFIDENTIAL INFORMATION IN ACCORDANCE WITH THE DISCUSSIONS.

11. This Agreement shall not be amended orally, but only by an agreement in writing signed by duly authorized officers or representatives of both Parties.

12. A Signing Party to this agreement shall not circumvent and/or attempt to circumvent what another signing party has introduced or represented, to include Systems, Technologies, Services, Products, Projects, Clients, Customers, Financing and Investments. The Systems, Technologies, Services, Products, Projects, Clients, Customers, Financing and Investments shall stay exclusive to the parties who made the introduction or representation of the same. A signing party shall at no time create a third party or join in concert with a third party to circumvent and/or attempt to circumvent a signing party.

At such time a signing party desires Systems, Technologies, Services, Products, Projects, Clients, Customers, Financing and Investments of which a signing party introduced or represented, they must negotiate and properly contract with the signing parties who presented or represented any of the same, as not to go direct or circumvent said party. At such time this agreement ends for any reason, this term shall stay in full force for a period not less than 7 years beyond the ending date of this said agreement.

13. Nothing in this Agreement shall be construed as obligating either Party to enter into any future agreement with the other Party in connection with the subject matter of this Agreement. Any subsequent agreement can only be made in writing, executed by duly authorized officers or representatives of both Parties.

14. Unless otherwise mutually agreed to in writing by the Parties or terminated as provided in this Agreement, the Agreement shall be effective as of the Effective Date hereof. Each Party shall have the right to terminate this Agreement upon written notice to the other Party at any time and for any reason upon thirty (30) days' written notice to the other Party; provided, however, that the obligations of confidentiality and non-use set forth herein shall remain in effect for the period set forth in Section 8 herein.

15. The Parties acknowledge that Confidential Information is valuable and proprietary and gives each Party and its subsidiaries a competitive advantage. The Parties agree that any breach by a receiving Party of the covenants of confidentiality or non-use would result in irreparable harm to the disclosing Party and its subsidiaries. Accordingly, the Parties agree that, in the event of any breach or imminently threatened breach of any of such covenants by a receiving Party, the disclosing Party may obtain a temporary restraining order, preliminary injunction and/or permanent injunction to prevent such breach or threatened breach. In the event either Party obtains any such relief against the other for breach or imminently threatened breach of this Agreement, the aggrieved Party shall be entitled to recover against the other all reasonable attorneys' fees, expenses, and court costs incurred in connection with the enforcement of the aggrieved Party's rights under this Agreement.

16. Governing Law: This Agreement shall be governed by and construed in all respects in accordance with the laws of the Southern Cherokee Nation and The Red Fire People, State of SCNRFP, Ancient Axe of Authority (including laws & regulations adopted with the regularity of the governance of the State of SCNRFP). Parties agrees in fact that the parties will not agree with any party or entity that shall attempt to diminish and/or impede in theory or action in-part or whole the sovereignty of the Southern Cherokee Nation and The Red Fire People, State of SCNRFP, further the Parties to this agreement shall not attempt to diminish and/or impede in theory or action in-part or whole the sovereignty of the Southern Cherokee Nation and The Red Fire People, State of SCNRFP.

17. In the event any one or more of the provisions contained in the Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and/or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. In such event, such invalid provision(s) shall be validly reformed to as nearly approximate the intent of the Parties as possible and, if irreformable, shall be severed and deleted from this Agreement.

18. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof.

19. This Agreement and the Parties' rights and obligations under this Agreement may not be transferred or assigned without the prior written consent of the other Party hereto. Notwithstanding the foregoing, either Party may assign this Agreement, in its entirety, without consent, to an affiliate or to a successor to all or substantially all of its business or assets relating to this Agreement whether by sale, merger, operation of law, or otherwise. Any assignment not in conformance with this Section 17 shall be null, void and of no legal effect.

20. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date listed above. By signing below Parties acknowledge they have read and understand the complete agreement.

Nation and State, and Organization

Company and/or Individual

Signature: *Chief Usti*
Signatory Authority

Signature: _____
Signatory Authority

Name: Chief Usti OO-Neh-Gah Gees-Due

Approved by the Ancient Order of the Priesthood

Title: Chief Prime Minister

Date: 20 July 2021

Name:

Title:

Date:

OFFICIAL SCNRFP SEAL

