

INYOAG OZ FUNDING LLC

INYOAG LLC

PROJECT DARWIN, LLC

STONE BROS. INC.

NON-CIRCUMVENTION, NON-DISCLOSURE

THIS AGREEMENT entered into on this _____ day of _____, 20____ is for the Professional Association and arrangement of Non-Circumvention, Non-Disclosure and Confidentiality between **INYOAG OZ Funding LLC/ INYOAG LLC/ Project Darwin LLC/ Stone Bros. Inc., and**

Hereinafter, called "The Parties."

The Parties with this agree to respect the integrity and tangible value of this agreement between them.

THIS AGREEMENT is a perpetuating guarantee for a term of five years (5 years) from the date of execution and is to be applied to any and all transactions present and future of the introducing party including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.

Because of **THIS AGREEMENT**, the Parties involved in this transaction may learn from one another or from principles, the names and telephone numbers of investors, metallurgical proprietary information, Equipment location and availability, individuals, and/or trusts, or buyers and sellers hereinafter called contacts. The Parties with this acknowledge, accept and agree that the identities of the contacts will be recognized by the other party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of the agreement.

The Parties agree to keep confidential the names of any contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering into a written agreement with the Party who provided such contact unless that party gives prior written permission. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

The parties agree not to disclose, reveal or make use of any information during discussions or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, Proprietary Process nor to do business with any of the related contacts without the written consent of the introducing party or parties.

Confidential information as defined by the Agreement does not include information, technical data or know-how which: (i) is in the possession of recipient at the time of disclosure as shown by recipient's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of recipient; or (iii) is approved for release by the disclosing party in writing.

The parties agree that due to the many variables surrounding each Business Financial Transactions that will occur because of this agreement, the commission to be paid and/or the fee structure between the Parties can vary. A separate fee/commission agreement will outline compensation for each Business/Financial transaction and are incorporated herein by reference. The fee or commission agreement must be drafted and acknowledged by signature before all Business/Financial Transactions.

In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented party should have realized in such transactions, by the person(s) engaged on the circumvention. For each occurrence, if either party commences legal proceedings to interpret or enforce the terms of THIS AGREEMENT, the prevailing party will be entitled to recover court costs and reasonable attorney fees.

The Parties will construe **THIS AGREEMENT** in accordance with the laws of the State of Nevada, and any legal proceedings arising out of **THIS AGREEMENT** shall be venued in the State of Nevada, County of Nye. If any provisions of this agreements is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in **THIS AGREEMENT** shall not affect the enforceability of the remaining portions of **THIS AGREEMENT** or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections contained in **THIS AGREEMENT** shall be declared invalid by a court of competent jurisdiction, **THIS AGREEMENT** shall be construed as if such an invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise an invalid provision will be considered to be reduced to a period or area that would cure such invalidity.

References in **THIS AGREEMENT** to any gender shall refer to any and all genders as required properly to interpret the intent of **THIS AGREEMENT**. Words that employ the singular construction also shall be construed to employ the plural, and words that employ the plural construction also shall be construed to employ the singular, as required properly to interpret the intent of **THIS AGREEMENT**.

THIS AGREEMENT may be executed in several counterparts and all so executed shall constitute one **AGREEMENT**, binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or same counterpart.

THIS AGREEMENT contains the entire understanding between the Parties and any waiver, amendment or modification to **THIS AGREEMENT** will be subject to the above conditions and must be attached hereto.

Upon execution of **THIS AGREEMENT** by signature below, the parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signer is an agent, officer, air, successor, assign or designee is bound by the terms of **THIS AGREEMENT**.

A facsimile copy of this non-circumvention, nondisclosure and confidentiality agreement shall constitute a legal and binding instrument. By setting forth my hand below, I warrant that I have complete authority to enter into **THIS AGREEMENT**.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this _____ day of _____, 20____.

X _____

INYOAG OZ Funding LLC/ Project Darwin LLC/ Stone Bros., Inc.

Jack E. Stone

200 McCulloch Ave., Tonopah Nevada 89049

13 Utah Drive, Darwin California 93522

(775) 772-0446 Mobil

(760) 876-8050 Office

X _____

Company:

Principal:

Title:

Complete Address:

Phone:

Fax#:

Email:

INITIALS: