

Standard Purchase Terms and Conditions

This Standard Purchase Terms and Conditions ("**Agreement**"), is by and between BUYER ("**Buyer**"), and TECH FOR INDUSTRY, LLC, a Utah limited liability corporation ("**Seller**").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, upon acceptance of the Proposal, Order or Notice to Proceed the parties hereto agree as follows (the "**Agreement**"):

1. **SERVICES.** Seller agrees to provide Buyer with assistance, services and/or products in connection with Buyer's business, and such other services as shall be set forth the Proposal (as defined below) appended hereto from time to time (collectively, the "**Services**"). Seller shall perform the Services in a professional and timely manner, in compliance with all applicable law and professional standards and shall otherwise exercise requisite care and diligence in performance of the Services. A "**Proposal**" document shall be a document executed by the Parties that sets forth certain Services and Products to be furnished to Buyer by Seller as more specifically set forth in the Proposal. This Agreement and all exhibits, orders, schedules, Proposals, Change Orders, specifications and attachments that are executed or otherwise agreed to by the parties may be collectively referred to herein as the "**Contract Documents**". Any variation from the Proposal will be documented in a "**Change Order**" to be signed by both Parties. In the event that a written or fully executed Change Order may not be practical the Buyer may direct the Seller by other means and will be binding until a fully executed Change Order can be completed. In the event of such "**Field Change Order**" parties agree to execute a replacement Change Order as soon as reasonably possible. The Seller shall report to the Buyer's appointed "**Primary Contact**" at minimum once per week while Services are being performed. Buyer must notify Seller if the Primary Contact changes.

2. **COMPENSATION.** In consideration for the Services to be performed by Seller, Buyer agrees to pay Seller fees at the "**Base Rates**" described in Exhibit A or in accordance with the applicable Proposal, in all cases according to the terms of payment set out in this Agreement. Seller shall submit, at a minimum, an invoice to Buyer within five (5) business days of the end of each month for the Services performed during such month, or (a) as defined in a Proposal (b) at a milestone in the project (c) at the completion of the Proposal. Said invoice shall state the dates covered by the invoice, the applicable Proposal, and provide a description of the items being billed and at a minimum include a weekly summary of the work performed by Seller. Within fifteen (15) business days of receipt of such invoice, Buyer shall arrange payment to Seller or notify Seller of any disagreement Buyer has with Seller's invoice. If Buyer has a disagreement with Seller's invoice, Buyer shall arrange payment to Seller of the uncontested amount and Buyer and Seller shall meet (in person or telephonically) within a reasonable time thereafter to resolve such disagreement. If Buyer and Seller are unable to resolve such disagreement within a reasonable period of time, such matter shall be submitted to arbitration as described below. A Retainer or Down Payment may be required before starting any services not under an existing Proposal or as required by the Proposal.

3. **PRODUCTS.** Seller as part of its normal business offers Products, in addition to its Services, that it sells to its customers. Products that Seller sells to Buyer will be invoiced at the quoted price for the Product and will not be considered an Expense per the below Section. Sales Orders may be confirmed by Buyer purchase orders, if required by Buyer, and may be subject to applicable sales tax, shipping, handling, customs, and duties.

4. **EXPENSES AND TRAVEL.** Seller shall be reimbursed for reasonable and documented out-of-pocket costs that do not constitute overhead costs and that are incurred in the performance of Seller's duties and responsibilities hereunder. Such reimbursable, out-of-pocket costs shall be generally limited to travel, lodging, telephone, data access, specialized equipment or services, food and beverage expenses. Flights exceeding 4 hours in total flight time (one-way) will be booked in business or similar class if available. All requests for reimbursement of expenses must be accompanied by substantiation. Expenses exceeding \$2,000 for any single expenditure must receive prior written authorization by Buyer and may be subject to a 10% markup. Further, Seller shall bill travel time and mileage as per its base rates at the time of the service or in accordance with the applicable Work. Seller reserves the right to arrange or modify travel bookings, plans, and itineraries at any time. Seller, at its own option and discretion, may charge Per Diem Rates, in lieu of detailed expenses, at the applicable or latest rates as published electronically by the U.S. General Services Administration.

5. **INDEPENDENT CONTRACTOR.**

5.1 Seller shall be an independent contractor with respect to Buyer while rendering the Services. Neither Seller nor any of Seller's Representatives, employees or other agents shall be deemed to be agents of Buyer or to have assumed any other obligations with respect to Buyer or any other person or entity, and Seller shall have full responsibility for the safety of Seller's and its Representatives in performance of the Services. Neither Seller or its Representatives (as defined herein), on the one hand, nor Buyer, on the other hand, is a representative, partner or agent of the other, respectively, and each of Buyer, on the one hand, and Seller, on the other hand, agrees that this Agreement is not intended to create, and shall not be interpreted, constructed or deemed to create in any respect an employment relationship, association, joint venture, co-ownership, co-authorship, or partnership, whether general, limited or otherwise, between Buyer and Seller, or to impose any partnership obligation or liability upon either party. As an independent contractor, the parties agree that the payments made to Seller are not wages and shall not be subject to withholding for payroll taxes.

5.2 **Seller Responsibility.** Seller is responsible for Payroll Taxes, Benefits, and Insurance. Seller acknowledges and agrees that Buyer will not provide any fringe benefits to Seller or any employees of Seller, and that neither Seller nor Seller's employees are eligible to participate in Buyer's benefit plans. Seller shall maintain, if requested, insurance and/or bonding as reasonably required by Buyer and as required pursuant to all applicable laws, rules and regulations, which may include any performance or completion bonding set forth therein, Seller shall be reimbursed for non-standard requirements.

5.3 **Buyer Responsibility.** The Buyer shall make timely payments of amounts earned and expensed while performing as defined herein and shall notify the Seller of any changes to its business affecting the Seller's obligations herein at least (30) thirty days before such changes would impact Seller. Buyer shall not direct or request Seller to perform any work that it is not within the Seller's

authority, and pursuant to all applicable laws, rules, and regulations. The **Buyer** shall be responsible for any and all Federal, State, or Local Sales Tax, Permits, Fees, and Licenses, unless included in a Proposal.

5.4 Safety and Hazard Control. Seller and its Representatives (as defined herein) and subcontractors shall wear all required personal protective equipment (“PPE”) and observe all safety rules and regulations required by **Buyer** rules or regulations, required by applicable law or regulations, or as posted in relevant areas on **Buyer** Property. Prior to entering any **Buyer** properties, **Seller** and/or its relevant Representatives or subcontractors may be required to undergo site-specific hazard training prior to entering certain areas, and may be required to undergo additional training depending upon **Seller**’s or its Representatives or subcontractors length of stay on **Buyer** properties and the tasks or Services being performed. **Seller** shall bill for time spent on specific training per Section 2. **Buyer** shall not be liable to **Seller** or its Representatives or subcontractors for its or their failure to comply with all applicable safety rules and regulations or failure to wear required PPE.

5.5 Compliance with Permits and Law. Seller shall at all times operate its activities and Services in full compliance and accordance with applicable law and the conditions, limitations and/or regulations of **Buyer**’s permits and rules and regulations as disclosed to **Buyer**. **Seller** shall perform the Services in a professional and timely manner, in compliance with all applicable law and professional standards and shall otherwise exercise requisite care and diligence in performance, completion, delivery and/or installation of the Services. **Buyer** shall not direct or require **Seller** to perform any services that violate this section.

5.6 Subcontractors and Delegation. Seller may engage or employ Subcontractors or Delegates to perform Services, however, **Seller** shall remain responsible to the **Buyer** for the performance of this Agreement and the Services provided.

5.7 Performance. Seller has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The **Seller** or the **Seller**’s staff, subcontractors, agents, or delegates (**Seller**’s “**Representatives**”) shall perform the Services as described herein.

5.8 Other Activities. During the Term, the **Seller** is free to engage in other independent contracting activities at its own option and discretion.

5.9 Non-Hiring. During the term of this Agreement and for a period of one year after **Buyer** agrees not to induce or attempt to induce any a) current employee or b) previous employee, employed during the term of this Agreement, of **Seller** to terminate their employment with **Seller** or to enter into any employment of business relationship with **Buyer**, without the **Seller**’s prior written consent.

6. CONFIDENTIALITY.

6.1 Confidential Information. “Confidential Information” shall mean and include all material and information, whether written, recorded, electronic or oral, provided by **Buyer** or an affiliated party or company to **Seller**, relating to **Buyer**’s business and opportunities, existing agreements or negotiations to which **Buyer** is a party, all information **Buyer** or **Seller** would at the time of disclosure reasonably understand under the circumstances to be considered by **Buyer** to be confidential, proprietary or to constitute a trade secret, and all information, data and materials related to or disclosed in connection with the foregoing, whether disclosed to **Seller** by **Buyer** or otherwise obtained by him or her in connection with any dealings with **Buyer** or any affiliated party, obtained by **Seller** or its Representatives through **Buyer** or an inspection of the property, operations or documents of **Buyer**, or otherwise, including but not limited to: information and materials related to catalogues, customer lists and other customer data bases, correspondence with present or prospective customers and suppliers, advertising materials, software programs, all geological, drilling, laboratory, mining and milling reports and data, laboratory assays and similar data and reports, all historical data and mining and milling plans, mining activities, resources, internal procedures and processes, processing capabilities, quality control systems, results, samples and reports, all drawings, designs, engineering, and similar reports or records with respect to **Buyer**’s assets, mines, or mills, computer software, hardware, including hard drives, electronic files and websites, research, business procedures and strategies, marketing plans and strategies, analyses of member information, employee or prospective employee information, financial data of **Buyer** or its customers or employees, any other information that is not generally known to the public or within the industry in which **Buyer** competes, and memoranda, notes, reports, and documents relating to and derived directly from Confidential Information, all copies and extracts of Confidential Information and all computer-generated studies and data prepared by or for the benefit of **Seller** in connection with **Seller**’s use of the Confidential Information. Confidential Information received by **Seller** shall be clearly marked or presented as Confidential Information. Confidential Information shall include third party information held by **Buyer** that **Buyer** is required to keep confidential.

6.2 Non-Use of Confidential Information. During the term of this Agreement and after the termination hereof for any reason, **Seller** and **Buyer** (Collectively “**Parties**”, Individually “**Party**”) and their applicable affiliates and subsidiaries, and its and their respective officers, directors and employees and other Representatives shall hold all Confidential Information (as defined below) relating to, provided by, or belonging to either Party or its affiliates in strict confidence, shall not disclose the Confidential Information in any manner whatsoever, and shall use the same degree of care, but no less than a reasonable degree of care exercised in good faith, as it takes with its own confidential information of a similar nature, to maintain the confidentiality and secrecy of such Confidential Information, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, the relationship of the parties pursuant to this Agreement, or the fact that Confidential Information has been made available to the Parties or their Representatives. Parties shall hold in trust the Confidential Information and any related information, data, and benefits which arise during the course of performing the Services, shall not publish any such Confidential Information without the approval of the other Party, and recognize that all Confidential Information will be the sole property of originating Party and its assigns. In addition to the foregoing, Parties and their Representatives will not use the Confidential Information in any way detrimental to other Parties affiliates, partners or other owners, and will only use the Confidential Information for the purpose of performance of the Services hereunder (the “**Purpose**”).

6.3 Removal and Copying. Seller will not remove any Confidential Information from **Buyer**’s premises or make copies of, duplicate or in any way record such materials except for use in connection with **Buyer** business and performing **Seller**’s duties in connection with the Purpose.

6.4 Computer Security. Seller agrees that, during the performance of the Services, Seller may use computer resources (both on and off of Buyer's premises) for which Seller has been granted access and then only to the extent authorized. Seller agrees to comply with Buyer's policies and procedures concerning computer security.

6.5 Email and Internet. Seller understands that Buyer maintains electronic mail and Internet/Intranet ("IT") systems, and related facilities, for the purpose of business communications. Seller acknowledges that Buyer owns such systems and facilities, and that Buyer retains the right to review any and all electronic mail and Internet communications using Buyer's systems, and to review Seller's use of the Internet using Buyer's systems, with or without notice, at any time. Seller further acknowledges that Seller has no right to privacy to any e-mail or Internet communications, or to Seller's use of the Internet with Buyer's systems or on Buyer premises.

6.6 Exclusions from Confidential Information. Seller shall have no obligation of confidence, non-disclosure or non-use pursuant to this Section 5 with respect to information: (a) already known to Seller at the time of the disclosure by Buyer, except as may have been obtained in connection with employment, services or work performed by Seller with or for Buyer or predecessor entities to Buyer or entities that previously owned Buyer's assets; (b) was generally available to the public or otherwise part of the public domain at the time of disclosure by Buyer; (c) lawfully became generally available to the public or otherwise part of the public domain after its disclosure other than through any act or omission of Seller in breach of this Agreement; (d) was subsequently and lawfully disclosed to Seller by a third party. Notwithstanding the foregoing provision of this Section, information shall not be considered to be generally known to the public or in the trade if, in order to acquire such information from publicly available sources, Seller used Confidential Information to guide him or her in reviewing such sources or to select therefrom a series of unconnected items which may be fit together to match the Confidential Information first learned from Buyer. If Seller shall be requested or required to disclose such Confidential Information to any court, tribunal, administrative agency or other governmental body in the United States, or elsewhere, Seller shall provide Buyer with the earliest written notice practicably possible of such request or requirement so that Buyer may either, at its sole cost and expense, seek a protective order or waive compliance with the provisions of this Agreement, and Seller shall reasonably cooperate with Buyer in protecting such confidential or proprietary nature of the Confidential Information which must so be disclosed.

6.7 Continuation of Obligations. Seller agrees to execute, acknowledge and deliver any and all documents, instruments and papers and to do any and all other things that may be deemed to be reasonably necessary by Buyer to carry out the provisions of Section 5 of this Agreement. Seller agrees that the obligations of this Section will continue after termination of Seller's employment or engagement with Buyer.

6.8 Separate Non-Disclosure Agreement. Buyer may require, or Seller may have already executed, a Non-Disclosure Agreement in Buyer's standard form with terms comparable to the terms of this Section. Any such agreement shall continue in full force and effect in addition to the terms hereof.

7. INTELLECTUAL PROPERTY. Parties agree that (a) all specific materials developed and (b) all models, designs, formulas, methods, software, documents, tangible items or other work product or intellectual property prepared by Seller on behalf of Buyer and or submitted to Buyer by Seller in connection with the Services rendered under this Agreement (collectively, the "Deliverables") shall not be deemed to be works made for hire unless otherwise agreed, including where Seller has included or prepared materials, works, products, or other items generally for its business, or included proprietary information or intellectual property which are and shall remain property of the Seller. Nothing in this agreement shall restrict Seller from reusing all or part of the Deliverables after removing any Confidential Information of Buyer during its normal course of business. Promptly upon the expiration or termination of this Agreement, or upon the request of Buyer, Seller shall return to Buyer all Deliverables to Seller or created by Seller for use in connection with the Services in accordance with Section 7. Buyer shall at all times have the option, at its sole and absolute discretion and without consent or permission from Seller, to share all Deliverables, Confidential Information and all other documents or intangible items described in the immediately preceding sentence with any of Buyer's affiliates, shareholders, partners, trustees, beneficiaries, directors, officers, employees, agents, legal counsel, accountants, investors, lenders, hedge providers, other professionals and companies or the like in connection with the development or financing of any project of Buyer or its affiliates. After completion and final acceptance of the Services and Proposals, or as requested by Buyer, Seller shall diligently and expeditiously perform any reasonable transition or Clean-up Activities requested by Buyer or specified in the Contract Documents. The Seller may use, reproduce, and distribute the Buyer's service marks, trademarks, trade names (Collectively "Buyer Marks") in connection with the performance of the Services. Buyer may not, without prior written authorization from Seller,

8. LICENSE. Seller grants Buyer a non-exclusive, transferrable, royalty-free license to use the Deliverables. Such License shall not authorize the Buyer to reproduce the Deliverable for re-sale or distribution, whether in part or in whole, without prior written approval from Seller. Such License shall authorize Buyer to:

8.1 Install, distribute, store or otherwise utilize of the Deliverables for their intended purpose in its normal course of business on systems controlled by Buyer, and

8.2 Copy the Deliverables only as necessary to exercise the rights granted in this Agreement.

9. MODIFICATION. If Buyer makes, or allows to be made, modifications to the Deliverables, without prior approval from Seller, it assumes all Liability for the Deliverables and will hold-harmless the Seller for any suits, allegations, or proceeding resulting after that time.

10. INDEMNIFICATION. Buyer shall indemnify, defend and hold harmless Seller from and against any third party claims, demands, liabilities, losses, damages, attorneys' fees, costs and expenses, arising from or associated with (a) any material breach by Buyer of this Agreement or any other Agreement; (b) the negligent or willful acts or omissions of Buyer under this Agreement or any other Agreement; or (c) the performance or use of Buyers' products or services. Buyer must notify Seller in writing within a commercially reasonable time of a claim or suit and provide reasonable cooperation.

11. TERM AND TERMINATION; RETURN OF MATERIALS. This Agreement shall be effective as of the date hereof and shall have an initial term of one (1) year ("Term"), provided, however, that (a) Parties may terminate this Agreement or any Proposal at any time by providing thirty (30) days' prior written notice to Seller or immediately upon any default of Seller, and (b) this Agreement shall be automatically renewed upon execution or renewal of any Proposal or Contract Document by the parties, unless a new contract or agreement is entered into by the parties in connection therewith. Upon receipt of any such notice of termination from Buyer, Seller shall immediately cease

the performance of all Services and diligently and expeditiously perform (a) all clean-up activities in respect of the Services previously performed and (b) any transition services requested by **Buyer**, "**Clean-up Activities**". **Buyer** shall pay **Seller** all undisputed fees and reasonable expenses pursuant to the terms hereof for the Services performed prior to the delivery of such notice and any fees and expenses incurred during Clean-up Activities. Upon the termination hereof, or at any time upon receiving written request from **Buyer** for any reason, **Seller** shall not retain, and shall return to **Buyer**, all Confidential Information and Deliverables and other information subject to the provisions of Sections 6 or 7 above, as well as any, blueprints, drawings, diagrams, manuals, memoranda, notes, records, books, files, software, data, instruments, paper or any other documents or things pertaining to any such information or materials, and any originals, copies, summaries or compilations of such, whether tangible or intangible.

12. WARRANTY. OTHER THAN AS PROVIDED IN WRITING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, CUSTOM, USAGE, OR TRADE PRACTICE. SELLER DOES NOT WARRANT THAT THE SYSTEMS, PRODUCTS OR DEMONSTRATION KITS WILL BE BUG FREE OR MEET RESELLER'S OR END USERS' REQUIREMENTS OR THAT THE SYSTEMS, PRODUCTS OR DEMONSTRATION KITS WILL OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED OR AUTHORIZED IN WRITING BY SELLER.

13. LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, COST OF COVER, LOSS OF OR DAMAGE TO DATA, LOSS OF GOOD WILL, WORK STOPPAGE OR COMPUTER FAILURE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR IN EQUITY. NEITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY FOR BREACH OF THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID FOR THE PRODUCTS. THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT RESELLER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

14. FORCE MAJEURE. A Party will not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However if a Force Majeure Event occurs, the affected party shall, as soon as practicable (i) notify the other party of the Force Majeure Event and its impact on the performance under this agreement; and (ii) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

15. MISCELLANEOUS.

15.1 Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without reference to conflicts of laws, and the venue for any dispute resolution, unless otherwise agreed, shall be in the State of Utah.

15.2 Entire Agreement. This Agreement and the Contract Documents represent the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement (whether written or oral); provided, however, that provided, however (a) that the other Contract Documents shall not supersede or control the terms of this Agreement unless explicitly specified therein, (b) any written non-disclosure or related agreements entered into the parties prior hereto shall remain in full force and effect, and (c) except in the event of Contract Documents that explicitly control over the provisions of this Agreement, that the agreement with the stronger protection(s) for **Buyer** shall control in the event of any conflict among effective agreements. **Seller** represents, warrants, acknowledges and agrees that **Seller** has closely examined and fully understands all effective Contract Documents prior to execution hereof and thereof, and has had the opportunity to review and have **Seller's** counsel and parties that will perform the Services thoroughly review all such documents prior to the execution hereof. In case of conflicts or inconsistencies between this Agreement and the other Contract Documents, this Agreement shall control unless any other Contract Document expressly provides otherwise.

15.3 Notices. All notices, requests, claims, demands and other communication among the parties hereto or notices provided hereunder shall be given as follows:

Notices and Primary Contact to Buyer:

As described in Proposal

Notices to Seller:

Tech for Industry, LLC
Att: Samuel Paoletti-CEO
1055 E Mill Hollow Way
Cedar City, UT 84721
Phone: +1(435) 572-4224
Email: sam@tech4ind.com

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (d) if sent by prepaid telegram or by facsimile, or (e) other electronic means (including electronic mail), save in the event electronic communications are not acknowledged by reply or other such receipt or acknowledgment, such notice shall be confirmed by facsimile or registered or certified mail. Notice so given shall be effective upon

receipt by the addressee, provided, however that if any notice is tendered to an addressee and the delivery thereof is denied by such addressee, such notice shall be effective upon such tender.

Either Party must notify the other of changes to the Contacts within 24 hours of such change

15.4 Amendment; Assignment. This Agreement may be amended or modified only by an instrument, exhibit or schedule in writing signed by each of the parties hereto. **Seller** may not assign or transfer, in whole or in part, this Agreement, any payments, or any of its rights, obligations or duties under this Agreement, without the express written consent of **Buyer**, except as provided for herein. Any such assignment made by **Seller** without **Buyer**'s prior written consent is void. **Buyer** or any successor to **Buyer** may freely assign this Agreement (i) to a successor in interest of all or substantially all of **Buyer**'s assets, (ii) in connection with any merger or acquisition of **Buyer**, or (iii) to an entity that **Buyer** or its shareholders, board, members or managers own and/or control. **Buyer** may assign this Agreement in all other circumstances, provided, however, that unless **Seller**'s written consent is obtained, **Buyer** shall remain responsible for all payment obligations hereunder.

15.5 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.6 Headings. Paragraph headings have been inserted in this Agreement as a matter of convenience for reference only and such headings shall not be used in the interpretation of any provision of this Agreement.

15.7 Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original and all such counterparts together shall constitute a single instrument. This Agreement may be executed by the exchange of signature pages via facsimile or electronically.

15.8 Dispute Resolution. All disputes between the Parties arising out of or related to this Agreement shall be decided by alternate dispute resolution procedures as mutually agreed, and in the absence of such agreement, each of the parties hereby agrees that any controversy or dispute arising out of this Agreement, interpretation of any of the provisions hereof, or the action of any party hereunder shall be submitted to final and binding arbitration before a single, neutral arbitrator in accordance with the following provisions (to the extent such grant of exclusivity of arbitration is permitted under applicable law): Disputes shall be decided by arbitration in accordance with the existing Arbitration Rules of the American Arbitration Association. Written notice of demand for arbitration must be given to the other party and to the American Arbitration Association within a reasonable time after the dispute has arisen, in no event after the date when the institution of court proceedings based on such dispute would be barred by the applicable statute of limitations. Unless otherwise agreed by the parties, the arbitration hearings shall be held in Salt Lake City, Utah. Cost of arbitration shall be apportioned between the parties as the arbitrator(s) may decide, consistent with the parties' intent that the non-prevailing party should bear said costs. The arbitrator's award shall be final. The award and this Agreement to arbitrate may be specifically enforced by any court having jurisdiction thereof.

15.9 Equitable Relief. In the event that **Seller** is in breach of any of its obligations pursuant to this Agreement, including but not limited to Sections 5 and 6, **Seller** recognizes and hereby acknowledged that **Buyer** may be irreparably harmed. **Buyer** will be entitled to enforce this Agreement to prevent a breach or threatened breach of the Agreement by temporary, preliminary or permanent injunction or other equitable relief without the necessity of proving actual damage and without the necessity of posting bond or security, which **Seller** expressly waives. **Seller** also agrees that **Buyer** may, in addition to injunctive relief, seek monetary damages for any breach of the provisions contained in this Agreement in addition to equitable relief and that the granting of equitable relief will not preclude **Buyer** from recovering monetary damages including reasonable attorney's fees and costs. **Seller** shall cause all of its Representatives to comply with the terms of this Agreement and shall be responsible for any breach of this Agreement by any such Representative. In no event shall the aggregate sum or equivalent value of Damages exceed the value of the work being performed at that time.

15.10 Time of the Essence. Time is of the essence in the performance of Services hereunder by **Seller**.

15.11 Use of Seller's Name. **Buyer** may use the **Seller**'s name, and in doing so may cite factual circumstances surrounding the **Seller**'s relationship with **Buyer**, so long as any such usage is limited to reporting factual events or occurrences only. **Buyer** specifically may use **Seller**'s name on its website as well as in any other materials that are used to describe **Buyer** or matters surrounding the Services. **Buyer** shall use reasonable efforts to notify and obtain approval from **Seller** prior to publishing or releasing information or press releases that use **Seller**'s name.

15.12 Reasonable Restrictions. **Buyer** and **Seller** represent that in entering into this Agreement it is their intent to enter into an agreement that contains reasonable contractual and post-contractual restrictions, and that such restrictions be enforceable under law. In the event that any court or other enforcement authority determines that any provision of this Agreement is overbroad or unenforceable by reason of the geographic scope, scope of prohibited activities, time frame, or any other reason, the parties authorize such court or other enforcement authority to modify the scope of the restriction so that it is enforceable to the greatest extent permissible.

15.13 Indemnification. Each **Party** agrees to indemnify, defend and hold the other **Party** its subcontractors, Representatives, officers, members, managers, employees, owners, affiliates, subsidiaries, successors, and assigns free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, attorneys' fees and costs, that may incur as a result of a breach of any representation or covenant contained in this Agreement, or from negligence or misconduct.

15.14 Certain Property or Mineral Acquisitions. During the Term and for a period of two (2) years thereafter: **Seller** shall not acquire, locate, stake or otherwise obtain, on **Seller**'s own behalf or on behalf of any **Buyer** or entity with which **Seller** is affiliated, property or mineral rights in the general location of **Buyer**'s property or mineral holdings, that are located within five (5) miles of any of the **Buyer** property or mineral holdings, or of which **Seller** became aware through the use of the **Buyer** property, information or Confidential Information, without the express written consent of **Buyer**, except for property to be used by **Seller** for non-competitive

purposes (as determined by **Buyer**) such as general residential purposes, recreational purposes, and unrelated businesses that are not in the mining or resource sector; and (b) **Seller** shall not attempt to circumvent any of the protections for **Buyer** set forth in this Section.

15.15 No Prior Agreements. **Seller** hereby represents and warrants to **Buyer** that the execution of this Agreement by **Seller** and the performance of **Seller**'s duties hereunder will not violate or be a breach of any agreement with or obligation to a former employer, client or any other person or entity, and **Seller** agrees to indemnify **Buyer** for any costs and expenses arising out of a claim by any such third party has against **Buyer** based upon or arising out of any non-competition agreement or other restrictive covenant, invention or confidentiality agreement between **Seller** and such third party which was in existence as of the date of this Agreement and which **Seller** is alleged to be in violation of.

15.16 Review and Counsel. **Buyer** and **Seller** acknowledge that each had the opportunity to consult with legal and financial counsel concerning the rights and obligations arising under this Agreement, that each has read and understands this Agreement, and that each enters into it willingly.

15.17 Capacity. Each of the parties hereto warrants that they are legally competent to execute this Agreement and accepts full responsibility therefor.