**MUTUAL NON-DISCLOSURE AGREEMENT**

# This Mutual Nondisclosure Agreement (this “**Agreement**”), effective as of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“**Effective Date**”), is entered into by and between, (A) on the one hand, (i) **Sovereign Power, Inc.,** a Wyoming corporation(“**SP**”), and (ii) **Wyoming Mining Company LLC**, a Wyoming limited liability company (“**WM**”) (collectively, SP and WM are the “**Company Group**”) located at the addresses set forth on the signature page hereto or otherwise provided to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (as defined herein), and, (B) on the other hand, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a [INSERT STATE] [TYPE OF COMPANY] (“**Company**”) located at the addresses set forth on the signature page hereto or otherwise provided to the Company Group. Each party is herein referred to individually as a “**Party,**” or collectively as the “**Parties**”. In connection with the disclosure of the Company Group’s Confidential Information to Company, the Company Group is deemed the “**Discloser**” under this Agreement and Company is deemed the “**Recipient**”. Conversely, in connection with the disclosure of Company’s Confidential Information to the Company Group, Company is deemed the “**Discloser**” under this Agreement and the Company Group is deemed the “**Recipient**”. In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

# **Purpose**

# The Parties wish to protect Confidential Information (as defined below) and all underlying information and intellectual property rights therein (the “**Purpose**”), and in connection with the Purpose, Discloser has disclosed, and may further disclose to Recipient certain confidential technical and business information that Discloser desires Recipient to treat or deem as confidential. Without limiting the foregoing, the Purpose shall include the matters, if any, set forth in the Appendix attached hereto.

# **Confidential Information**

*Definition*. "**Confidential Information**" means any data or information that is disclosed by Discloser to Recipient and that is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information or projections, account balances, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such Party, its affiliates, parents, subsidiaries and affiliated companies; (ii) plans for products or services, and lists of suppliers, customers, financial sources; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) contemplated or unannounced corporate transactions such as mergers, acquisitions, asset sales or purchases, stock sales or purchases; and exchanges; and (vi) any other information that should reasonably be recognized as confidential information of the Discloser. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Recipient acknowledges that the Confidential Information is proprietary to the Discloser, has been developed and obtained through great efforts by the Discloser and that Discloser regards all of its Confidential Information as trade secrets; and that certain Confidential Information has intentionally remained undisclosed to the public because it is either incomplete or subject to further negotiations. The Parties acknowledge and agree that, in determining whether information is Confidential Information, the fact that such information is not marked “confidential,” “proprietary,’ or with a similar legend shall not be determinative of its status as Confidential Information.

## Without limiting the foregoing, Confidential Information shall include the items, if any, set forth in the Appendix attached hereto. Unless the Parties mutually consent to the contrary, Confidential Information also includes the existence of this Agreement and its terms and the fact that Recipient is evaluating Discloser’s Confidential Information.

## *Exceptions*. Confidential Information shall not, however, include any information that Recipient can establish: (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to Recipient by Discloser; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to Recipient by Discloser through no action or inaction of Recipient; or (iii) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure by Discloser to Recipient as shown by Recipient’s then-contemporaneous written files and records kept in the ordinary course of business.

## *Compelled Disclosure*. If Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Recipient will provide Discloser prompt written notice of such disclosure and will assist Discloser in seeking a protective order or another appropriate remedy. If Discloser waives Recipient’s compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

# **Non-use and Non-disclosure**

# Recipient shall not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Purpose. Recipient shall not disclose any Confidential Information or permit any Confidential Information to be disclosed, either directly or indirectly, to any third party without Discloser’s prior written consent. Recipient shall not disclose Confidential Information or permit the disclosure of Confidential Information to its employees, except that Recipient may disclose Confidential Information to those employees of Recipient who are required to have the information in order for Recipient to evaluate or engage in discussions concerning the Purpose; provided that such employee has signed a non-use and non-disclosure agreement in content at least as protective as the provisions hereof, prior to any disclosure of Confidential Information to such employee. Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody the Confidential Information.

# **Maintenance of Confidentiality**

# Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures it employs to protect its own most highly confidential information. Recipient shall not make any copies of the Confidential Information unless the same are previously approved in writing by Discloser. Recipient shall reproduce Discloser’s proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Discloser of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.

# **No Obligation**

# Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose. Nothing in this Agreement shall be construed to restrict Discloser’s use or disclosure of its own Confidential Information.

# **No Warranty**

# ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

# **Return of Materials**

# All documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of Recipient shall be and remain the property of Discloser and shall be promptly returned to Discloser or destroyed (with proof of such destruction), each upon Discloser’s request.

# **No License**

# Nothing in this Agreement is intended to grant any rights to Recipient under any intellectual property right of Discloser, nor shall this Agreement grant Recipient any rights in or to the Confidential Information except as expressly set forth in this Agreement.

# **Term**

# The Term of this Agreement is two (2) years(the **“Confidentiality Period”**) from the Effective Date. Recipient shall maintain confidentiality of all Confidential Information disclosed hereunder until such information becomes publicly known or made generally available to the public through no action or inaction of Recipient, or, otherwise, through and up to the end of the Confidentiality Period, whichever event occurs earlier.

# Notwithstanding this Section’s Confidentiality Period, Recipient shall maintain confidentiality according to the terms of Section 4 herein for the following periods identified below for a “**Trade Secret**”:

## *Discloser’s Trade Secrets*. All Confidential Information that is a Discloser’s “**Trade Secret**” as defined pursuant to the federal Defense of Trade Secrets Act (18 U.S.C. § 1839(3)), disclosed hereunder until such information becomes publicly known or made generally available to the public through no action or inaction of Recipient, irrespective of the Confidentiality Period.

## *Tail Period.* All Confidential Information that is not a Trade Secret and that has not been made publicly known or made generally available to the public within the Confidentiality Period shall be subject to another term of two (2) years starting on the next day after the last day of the Confidential Period.

# **Non-Solicitation and non-interference**

Recipient acknowledges and agrees that Discloser’s Confidential Information includes information relating to the Discloser’s employees, consultants, clients, customers, vendors, investors, affiliates, subsidiaries, licensees, licensors, and others (collectively, "**Disclosed Contacts**"), and that the Recipient will not use or disclose such Confidential Information except as authorized, in writing, by the Discloser. Recipient further agrees as follows:

## *Non-Solicitation*. Recipient agrees that during the term of the Agreement, and for a period of two (2) years immediately following the termination of the Agreement for any reason, Recipient shall not, directly or indirectly, solicit any of the Disclosed Contacts to terminate their relationships with the Discloser, or attempt to solicit the Disclosed Contacts, either for itself, himself or herself or for any other person or entity.

## *Non-Interference*. Recipient agrees that during the term of the Agreement, and for a period of two (2) years immediately following the termination of the Agreement for any reason, Recipient will not negatively influence any of the Disclosed Contacts to not purchase or invest in Discloser’s products or services, or in Discloser’s entity, or to solicit or influence or attempt to influence any of the Disclosed Contacts to direct any purchase of or investments in products or services to any person, firm, corporation, institution or other entity in competition with the business of the Discloser.

# **Remedies**

# Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to Discloser, entitling Discloser to obtain injunctive relief in addition to all legal remedies without showing or proving any actual damage and without any bond being required to be posted.

# **Miscellaneous**

## *Binding Effect on Successors and Assigns, Non-Transferability*. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns; except that Recipient may not assign or otherwise transfer this Agreement, by operation of law or otherwise, (including by merger, reorganization, consolidation, change of control, or sale of all or substantially all of Recipient’s assets to which this Agreement pertains), without written consent of Discloser. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void.

## *Representations and Warranties.* The Parties hereby represents and warrants that the persons executing this Agreement on each Party’s behalf have express authority to do so, and, in so doing, to bind the Party thereto.

## *Entire Agreement.* This Agreement contains the entire agreement between the Parties with respect to the Purpose and supersedes all prior written and oral agreements between the Parties regarding the Purpose, except for the prior agreements, if any, between the Parties regarding the Purpose specifically identified on the Appendix hereto. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement.

## *Severability*. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

## *Waiver in Writing*. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party’s failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement.

## *Counterparts*. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by electronic or facsimile transmission, and electronic or facsimile copies of executed signature pages shall be binding as originals.

## *Choice of Law and Venue*. The Agreement is governed by, and subject to, the laws of the State of California. For purposes of resolving or litigating any dispute that arises directly or indirectly from this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of Los Angeles County, California, or the federal courts for the United States, the Central District of California.

## *Attorney’s Fees and Costs*. If either Party brings an action to enforce their rights under this agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party.

[*Remainder of this page is left intentionally blank*]

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Mutual Nondisclosure Agreement as of the Effective Date.

**COMPANY GROUP**

**SOVEREIGN POWER, INC.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) Date

Name: Kynarvis Clark

Its: Authorized Signatory

Address:

610 Jonah Dr.

Rock Springs, WY 82901

Email Address: kynarvis@gmail.com

**WYOMING MINING COMPANY LLC**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) Date

Name: Kynarvis Clark

Its: Authorized Signatory

Address:

610 Jonah Dr.

Rock Springs, WY 82901

Email Address: kynarvis@gmail.com

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Mutual Nondisclosure Agreement as of the Effective Date.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Company Name)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Counterparty’s Signature) Date

Name:

Title:

Counterparty’s Email:

Counterparty’s Address:

**Appendix**

Pursuant to Section 1 of this Agreement, “**Purpose**” has the meaning set forth therein and shall also include the following matters (if any):

 Discussion of engaging the Counterparty for providing cryptocurrency and cryptoasset based financing.

Pursuant to Section 2A of this Agreement, **“Confidential Information**” has the meaning set forth therein and shall also include the following information (if any):

Information relating to the Company Group or the Counterparty.

Pursuant to Section 12 of this Agreement, this Agreement contains the entire agreement between the Parties with respect to the Purpose and supersedes all prior written and oral agreements between the Parties regarding the Purpose, except for the following prior agreements between the Parties regarding the Purpose (if any):