

**NON-DISCLOSURE, CONFIDENTIALITY AND NON-CIRCUMVENT
AGREEMENT**

This is an Agreement made this _____ day of _____, 201____ between Sky Lodge Investments, LLC, a Wyoming Corporation and _____

As an express condition to each party disclosing Confidential Information to the other party and in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Non-Disclosure.** The party receiving Confidential Information (the "Receiving Party") shall hold all Confidential Information (as defined in Section 2) in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees who need to know such information to evaluate the possible business transaction with the party disclosing such Confidential Information (the "Disclosing Party"), and who have signed agreements that obligate them to treat Confidential Information as required under this Agreement. The Receiving Party shall not use any Confidential Information for any purpose except to evaluate a possible business transaction between the parties.

The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. Each party agrees that it will not interfere with any business of the other party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto.

2. **Confidential Information.** "Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party,

3. **No Obligation of Confidentiality.** The obligation of confidentiality shall not apply with respect to any particular portion of information if:

- a. it is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or

- b. it entered the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- c. it was in the Receiving Party's possession, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- d. it was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- e. such information was developed by employees or agents of the Receiving Party, independently of and without reference to the information and the Receiving Party has evidence of such independent development.

4. **Non-circumvention.** For sixty (60) months after the effective date of this Agreement, the Receiving Party and its officers and directors, separately and individually, will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to contracting directly with any client of the other party, or (b) hiring or contracting with any present or future employee or independent contractor of Disclosing Party, or (c) entering into an agreement for employment or commission with any client of the Disclosing Party.

5. **Remedies.** The Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The Receiving Party recognizes that its violation of this Agreement could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Disclosing Party deems appropriate. This right shall be in addition to any other remedy available to the Disclosing Party in law or equity.

6. **Ownership of the Information.** Each of the parties hereto retains title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, each party represents that it has no agreement with any other party that would preclude its compliance with this Agreement.

7. **Survival.** Each party's duty of confidentiality under this Agreement

regarding the Confidential Information shall survive the termination of this Agreement.

8. **General.** This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of the Agreement shall not constitute a waiver of any terms hereof. This Agreement supersedes and replaces any existing agreement entered into by the parties relating to the same subject matter, and may be modified only in writing signed by the parties. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and shall be governed by the laws of the State of Montana without giving effects to the conflicts of law principles hereof.

This Agreement may be executed in separate counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument.

ACCEPTED AND AGREED

Name of Company

Street: _____

City: _____

State _____

Country: _____

Phone: _____

Email:

Website: _____

Title:

Print name:

Signature:

ACCEPTED AND AGREED

Sky Lodge Investments, LLC.

**620 S Word,
Red Lodge, MT 59068-0151
406-446-4467 sky@vcn.com
<http://goldandcoal.com>**

Title: CEO

Print name: Dorothea Lowe

Signature:


**Please fax back to
866/592 5124 or email to
sky@vcn.com**