

## Confidentiality & Non-circumvention Agreement

This Confidentiality & Non-circumvention Agreement (hereinafter the "Agreement") is made between **Resources Opportunity Corporation International and Portuguese Creek Management LLC**, the "First Parties" to this agreement, Represented by James Dascalos and Name: \_\_\_\_\_, Title: \_\_\_\_\_; \_\_\_\_\_; the "Second Party" to this Agreement, and collectively the "Parties".

The Parties are discussing a transaction (the "Project") whereby the First Party has through extensive field work and laboratory testing identified and controls certain precious metals mining claims in the State of Idaho in the Magic Reservoir Caldera (hereinafter the "**Area of Interest**"), where the First Party will disclose matters concerning the Area of Interest and the Project to the Second Party and/or its affiliates and in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows: *The Area of Interest encompasses the entire First Party claim group plus an area of 5 miles surrounding the claim group in all directions. (see attached claim group as Exhibit A).*

- 1. Confidential Information:** Each of the Parties acknowledges that in the course of the Project or discussions, the Second Party and/or its affiliates may learn or become aware of valuable nonpublic and proprietary information belonging the First Party, which is not generally known to the public, including among other things, information regarding the Area of Interest, location of claims, mineralogy, specific strategies as to their development and proprietary precious metals processing methods which are the intellectual property of and belong to the First Party, the management and business of the First Party, files maintained by the First Party (including, without limitation, data contained in any database to which the Second Party and/or its Representatives has been given access, regarding the Area of Interest), the business relationships and affairs of the First Party and its clients, the internal policies and procedures applicable to the First Party's personnel and the formulation of investment strategies and policies, displays, designs, descriptions, procedures, formulas, discoveries, inventions, specifications, drawings, sketches, models, samples, codes, improvements, concepts, ideas and past, present and future research, development, business activities, products or services that are proprietary to the First Party or to a third party to whom the First Party has a duty of confidentiality, and designated as Confidential Information either orally or in writing and marked as such for identification purposes (collectively, "**Confidential Information**"). Without limiting the foregoing, the existence of this Agreement, the fact that discussions and/or negotiations are taking place between the parties, and the nature and content of such discussions and/or negotiations shall be deemed to be Confidential Information. The non-disclosure obligations set forth herein shall apply, *mutatis mutandis*, to the First Party and its Representatives, with respect to Confidential Information described in the preceding sentence.
- 2. Use:** The Second Party will not disclose the Confidential Information furnished to it pursuant to this Agreement to any third party without the prior written consent of the First Party, other than to the Second Party's affiliates and its and their members, equity holders, partners, directors, officers, employees, agents, actual or potential debt or equity financing sources, lenders, risk participants, reinsurance brokers or re-insurers, representatives and advisors including, without limitation, counsel, accountants, investment bankers, and consultants (such persons who receive the Confidential Information being collectively "**Representatives**") which Representatives shall be advised of the confidential nature of the Confidential Information. The Second Party will not use any Confidential Information belonging to the First Party for any purpose other than the Project, without prior written permission between the Parties regarding any uses, actions or work other than the Project. But for this Agreement, the Second Party and/or its affiliates would have no right to receive any disclosure of or to use any portion of the Confidential Information in any manner whatsoever. For purposes of this Agreement, the term "affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under the Securities Exchange

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Act of 1934, and shall also include any portfolio companies of a Party or of any of such Party's affiliates. The Second Party shall be responsible for any breach of this Agreement by its Representatives.

**3. "Confidential Information" excludes information which:**

- (a) is now, or subsequently becomes, through no breach of this Agreement on the part of the Second Party, generally known or available to the public;
- (b) is already known to the Second Party or its Representatives at the time of receiving such information;
- (c) is furnished to others by the First Party without restriction on disclosure;
- (d) is hereafter furnished to the Second Party or its Representatives by a third party, not known by the Second Party to be bound by a confidentiality agreement or any legal obligation prohibiting disclosure; or
- (e) is independently developed by the Second Party or its Representatives without reference to the Confidential Information.

Nothing in this Agreement shall prohibit the Second Party or its Representatives from complying with any subpoena or court order, regulatory, judicial or administrative process or law or regulation which implicates any disclosure of any Confidential Information, provided that the Second Party or its Representatives shall as promptly as practicable provide (if legally permissible) a copy of such subpoena or court order or other relevant document to the First Party, it being the parties' intention to give the First Party a fair opportunity (at its own expense) to file any motions or take any other appropriate steps to prevent the unnecessary and/or improper disclosure of any Confidential Information, as the First Party may determine in its sole discretion.

- 4. Documents:** All documents of any kind furnished pursuant or relating to the Project or discussions of the Project shall remain the property of the First Party furnishing such documents and the Second Party shall destroy all documents and all copies of them upon written request except for any Confidential Information, materials or documents retained by the First Party or its Representatives for purposes of complying with applicable legal requirements or document/record retention policies, which may be retained by the Recipient or its Representatives. The Second Party shall take reasonable measures to keep all such documents and copies secure and control access to them, while they are in its possession or control. All copies of Confidential Information, shall be marked "Confidential" or "Proprietary" in large bold type at the top of the page, if the originals are so marked.
- 5. Non-circumvention:** The Second Party will not use the Confidential Information to make any contact with, deal with, invest in or otherwise become involved in any transaction relating to the Project with any banking or lending institution, trust, corporation or individual, lender or borrower, buyer or seller, or company to be invested in, introduced by the other First Party, without the permission of the First Party; provided, however, nothing contained herein shall be construed to prohibit the Second Party from contacting such persons in the normal course of business. For the avoidance of doubt, the First Party is aware that the Second Party and its affiliates (a) may from time to time review, diligence, manage, invest in and otherwise engage in transactions in the same industry as the First Party is in or may propose to be in, and (b) may from time to time sponsor, propose, organize or otherwise be involved in one or more private equity or other investment funds to invest (and engage in all activities incidental to such investing) in companies or assets similar to the First Party or those companies or assets in which the First Party may from time to time invest in. The activities by Second Party and/or its affiliates set forth in the previous sentence shall not be deemed a breach of this Agreement.
- 6. Term:** This Agreement shall be effective for Thirty Six (36) months following the date hereof, whether a transaction closed or did not close or the Project was executed (or not executed). Notwithstanding the foregoing, Sections 7 and 10 of this Agreement shall survive the expiration of this Agreement for purposes of or in connection with any litigation or proceeding involving this Agreement at any time.
- 7. Breach:** The Second Party agrees that remedies at law may be inadequate to protect against breach of this agreement, and hereby agrees the First Party shall be entitled to seek injunctive relief, whether temporary, preliminary or final, in favor of the First Party without posting any bond or other security. The Parties understand that this provision does not waive other actions or remedies.
- 8. Disclaimer:** Except as may otherwise be set forth in a signed, written agreement between parties, Resources Opportunity Corporation International makes no representation or warranty as to accuracy, completeness, condition, suitability, or performance of the Information or Materials, and shall have no liability whatsoever to Second Party resulting from its use of the Information and Materials. The Parties acknowledge and agree that unless and until a written definitive agreement concerning the Project has been executed, neither party nor any of its Representatives will have any liability with respect to the Project or any obligation of any kind whatsoever

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with respect to a Project, whether by virtue of this letter agreement, any other written or oral expression with respect to the Project or otherwise.

**9. Entirety of Agreement:** If any portion of this agreement is deemed to be invalid or unenforceable, this Agreement shall be considered as if such provision had not been part of it. This Agreement sets forth the entire understanding of the Parties regarding its subject matter.

**10. Governing Law; Jurisdiction:** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Colorado, without giving effect to the principles of conflict of laws. Any disputes related to this Agreement shall be brought exclusively in the State and/or Federal courts located in the State of Delaware and the parties irrevocably consent to the jurisdiction of such courts for the resolution of any such disputes and waive and claim that such courts do not have personal jurisdiction and or that such courts are not the proper venue for the resolution of any such disputes.

**NOW THEREFORE,** for and in consideration of the mutual promises and covenants contained herein, the undersigned Parties hereby agree to this Agreement, effective as of:

January 10, 2016

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Resources Opportunity Corporation International**

**Company Name:**

By:

Name: James Dascalos

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

Title: President

Name:

Tel. 303-650-2762  
Cell. 303-618-9621

Title:

Email. jim@portuguesecreekmine.com  
Portuguese Creek Management LLC

**Address:**

Email Address:  
Tel. #:

By:

Name: James Dascalos

Title: Managing General Partner

Email. jim@portuguesecreekmine.com

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Exhibit A

Portuguese Creek Lode Mining Claims / Active - 8-31-15  
Lincoln County Idaho

Range 16, 17, 20, 21, 28 and 29  
**AREA OF INTEREST**



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**United States Department of the Interior  
Bureau of Land Management**  
 IDSO PAYMENT CENTER  
 1387 S. VINNELL WAY  
 BOISE, ID 83709 -1657  
 Phone: 888 246-7523

Receipt

No: 3380163

<b>Transaction #:</b> 3478439	
<b>Date of Transaction:</b> 08/28/2015	
<b>CUSTOMER:</b>	
PORTUGUESE CREEK MANAGEMENT LLC 6614 STUART CT ARVADA, CO 80003-6438 US	

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS- NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED <b>CASES: IMC184999/\$10850.00</b>		- n/a -	10850.00
<b>TOTAL:</b>					<b>\$10,850.00</b>

PAYMENT INFORMATION					
1	AMOUNT:	10850.00	POSTMARKED:	08/26/2015	
	TYPE:	CHECK	RECEIVED:	08/28/2015	
	CHECK NO:	6664			
	NAME:	PORTUGUESE CREEK PARTNERS LLLP 6614 STUART CT ARVADA CO 80003-6438 US			

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

# Portuguese Creek Management LLC.

6614 Stuart Court., Arvada, Colorado 80003, Voice: 303-650-2762 Fax: 303-427-0921

August 26, 2015

Bureau of Land Management  
Idaho State Office  
Mining Claims  
1387 S. Vinnell Way  
Boise, Idaho 83709

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BLM-IDAHO STATE OFFICE  
REF FILE 184999  
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AUG 28 2015

REC \$ 10,850 APLD \$ 6820  
REF \$ \_\_\_\_\_ SHORT \$ \_\_\_\_\_  
BY PH  CHECK  CASH  CC  
DATE 7/1 REPT # 3380163

Re: For: Maintenance Fees Payable for claims situated in Lincoln County for the 2015-2016 Assessment Year.

**By: Portuguese Creek Partners LLLP - Claim Group**

Dear Sir/Madam:

Please accept our check # 6664 in the amount of \$10,850.00 for payment of the Maintenance Fees for the 2015 / 2016 years for the following claims for Portuguese Creek Partners LLLP:

<u>IMC Number</u>	<u>Claim Name</u>	<u>IMC Number</u>	<u>Claim Name</u>
184999	PC #1	185000	PC #2
185001	PC #3	185002	PC #4
185003	PC #5	185004	PC #6
185005	PC #7	185006	PC #8
185007	PC #9	185008	PC #10
185177	PC #84	185178	PC #85
185228	PC #86	185229	PC #87
185230	PC #88	185231	PC #89
185232	PC #90	185233	PC #91
185179	PC #113	185180	PC #114
185181	PC #115	185182	PC #116
185183	PC #117	185245	PC #118
185246	PC #119	185247	PC #120
185248	PC #121	185249	PC #122
185250	PC #123	185251	PC #124
185185	PC #143	185184	PC #142
185187	PC #145	185186	PC #144
185189	PC #147	185188	PC #146
185191	PC #149	185190	PC #148
185262	PC #151	185261	PC #150
185264	PC #153	185263	PC #152
185266	PC #155	185265	PC #154

RE  
NR  
AUG

<u>IMC Number</u>	<u>Claim Name</u>	<u>IMC Number</u>	<u>Claim Name</u>
185192	PC #174	185193	PC #175
185194	PC #176	185195	PC #177
185196	PC #178	185276	PC #179
185277	PC #180	185278	PC #181
185279	PC #182	185280	PC #183
185197	PC #199	185198	PC #200
185199	PC #201	185200	PC #202
185201	PC #203	185202	PC #209
185203	PC #210	185204	PC #211
185205	PC #212	185206	PC #213
185207	PC #214	185208	PC #215
185209	PC #216	185210	PC #217
185211	PC #218	185212	PC #219

**Total number of claims = 70**

Yours truly,



**James Dascalos**  
**Managing General Partner**  
 Portuguese Creek Partners, LLLP  
 6614 Stuart Court  
 Arvada, Colorado 80003  
 Tel. 303-650-2762  
 Email. J.dascalos@comcast.net

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 REF FILE 184999  
 PAGE 2 OF 2

AUG 28 2015

REC \$ 10,850 APLD \$ 4030  
 REF \$ \_\_\_\_\_ SHORT \$ \_\_\_\_\_  
 BY JH  CHECK  CASH  CC  
 DATE 9/1 REPT # 3380163

RECEIVED  
 BLM ISO MR

AUG 28 2015

9:00 A.M.

