

MUTUAL NON-DISCLOSURE AGREEMENT (LETTER FORM)

This letter is written to facilitate upcoming discussions between Giant Yellowknife Mines Limited (Giant) and Research Productivity Council (RPC) concerning collaborating in a pilot plant effort to demonstrate and duplicate the Giant roasting plant for refractory gold. It is contemplated that each party may make available to the other certain confidential information. We propose that such disclosures be made under the following terms and conditions.

1. For a period of five (5) years from the acceptance date of this letter, each party hereto shall use the same level of care used with its own information of a similar nature, to keep confidential the information it receives from the other. All such information shall be disclosed in writing and designated confidential or, if disclosed orally, shall be confirmed in writing and designated confidential within thirty (30) days of such disclosure.

2. Each party hereto agrees that it will not disclose to any third party, nor use such confidential information it receives from the other for any purpose other than that contemplated under this Agreement.

3. Such information shall not be considered confidential nor subject to this agreement if it:

- (a) Was rightfully in the possession of the receiving party prior to the date of disclosure of such information to the receiving party as evidenced by written documents; or
- (b) Was in the public domain prior to the date of disclosure to the receiving party; or
- (c) Becomes part of the public domain by publication or otherwise except by an unauthorized act or omission on the part of the receiving party; or
- (d) Is supplied to the receiving party by a third party who is under no obligation to the disclosing party to maintain such information in confidence; or
- (e) Is developed by or for the receiving party independently of the disclosure made under this agreement.

4. Neither this agreement nor the disclosure of information hereunder shall be deemed by implication or otherwise to vest in the receiving party any rights in any patents, trade secrets, or other property of the disclosing party.

5. RPC shall not transfer or divulge Giant's roasting technology or roasting "know-how" unless specific written authorization is given to RPC by Giant.

6. RPC, being strictly a contract research test facility, will not take any testwork utilizing Giant roaster technology beyond the pilot stage.

7. Any future testwork done by RPC utilizing Giant roasting technology will not compromise Giant's consulting services in providing engineering and construction services for refractory gold roasting. RPC will direct such work from their clients to Giant.

If the foregoing correctly sets forth our agreement please indicate your acceptance thereof by having an authorized representative of your company sign the enclosed duplicate copy of this letter agreement and return same to me.

Very truly yours,

GIANT YELLOWKNIFE MINES LTD.

BY G. Halverson

TITLE Mill Superintendent

Agreed To and Accepted This
1st day of February
19 89

By Russ Silchers

Title Pilot Plant Manager